

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Appearing at the requisite public hearing held for this case on behalf of Nextel was Bruce J. Levine and Sean Hughes. Also present was Robert Morelock from Daft, McCune, Walker. Nextel Communications was represented by Stanley Fine, Esquire. Also participating at the hearing were several representatives of APC. Additionally, APC was represented by John Evans, Esquire and David Gildea, Esquire. There were no Protestants or other interested persons present.

Testimony and evidence presented was that the subject property is an

irregularly shaped lot, approximately 9.84 acres in area, zoned D.R.5.5. The property is located adjacent to Windsor Mill Road, not far from Gwynn Oak Avenue in Woodlawn. Presently, the property is used as a cemetery. Additionally, in zoning case No. 96-348-SPHXA, special exception approval, special hearing relief and variances were granted for the construction of a 150 ft. monopole and related wireless transmitting and receiving equipment. That zoning case was brought by APC, a company which specializes in wireless and mobile communication services. This Zoning Commissioner has entertained numerous Petitions filed by APC regarding the installation of its communication network throughout Baltimore County. In many of those cases, APC proposes the construction of monopoles for the housing of antennas and related equipment. Moreover, APC frequently utilizes existing structures to install their communication equipment. For this property, by Order dated February 15, 1996, Deputy Zoning Commissioner, Timothy M. Kotroco, granted relief and APC has actually constructed a monopole and the equipment thereon is now in use.

The instant Petition is brought by Nextel Communications, a company which offers similar services as APC. As is often the case with these facilities, Nextel has entered into a sub-lease with APC for the installation of its own equipment on the monopole. Apparently, Nextel Communications has experienced coverage and capacity problems with its network in this vicinity and the use of this pole for its equipment will help correct those problems. Additionally, in the instant case, the Petition is filed to allow APC to add additional equipment, if necessary. As indicated on the site plan, the present monopole contains 6 antennas and APC proposes adding up to 12 more. Additionally, APC may add an additional 5 equipment cabinets which are located within a fenced compound at the base of the structure. Nextel proposes installing up to 12 antennas on the existing

ORDER RECEIVED FOR FILING

Date

By

pole, as well as equipment cabinets as are necessary at the base. All of the proposed improvements are shown in more detail on the site plans.

Based upon the testimony and evidence presented, all of which was uncontradicted, I am persuaded to grant the Petition for Special Hearing. Section 502.7 of the BCZR regulates wireless transmitting and receiving facilities and encourages companies such as APC and Nextel to share sites. This sharing of sites is encouraged to prevent the proliferation of monopoles throughout Baltimore County. The sharing of this site by both companies is altogether appropriate and warranted. In my judgment, sufficient evidence has been offered to support a finding that the proposed increase in antennas and related equipment will not be detrimental to the health, safety or general welfare of the locale. Thus, the Petition for Special Hearing shall be granted.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the relief requested should be granted.

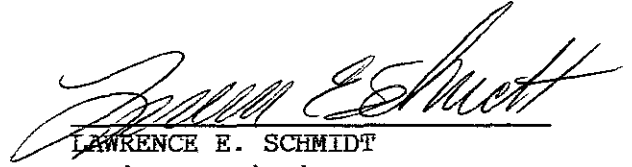
ORDER RECEIVED FOR FILING
Date 7/18/97
By [Signature]
THEREFORE, IT IS ORDERED by the Zoning Commissioner of Baltimore County this 18th day of July 1997 that, pursuant to the Petition for Special Hearing, approval for APC to increase the antennas on the existing monopole from 6 to up to 18 and to increase related supporting equipment, (i.e., equipment cabinets), all as shown on the site plan marked as Exhibit No. 1A, be and is hereby GRANTED; and,

IT IS FURTHER ORDERED that approval to allow Nextel to install up to 12 antennas on the pole and equipment cabinets as are necessary at the base as shown on the site plans marked as Exhibit Nos. 1B, subject, however, to the following restriction:

1. The Petitioners are hereby made aware that proceeding at this time is at its own risk until such time as the 30 day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioner would be required to return, and be responsible for

returning, said property to its original
condition.

LES:mmn



LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

ORDER RECEIVED FOR FILING

Date

By

7/18/97
Mr. G. Oak



Baltimore County
Zoning Commissioner
Office of Planning

Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204
410-887-4386

July 18, 1997

Stanley Fine, Esquire
Kaplan, Heyman, Greenberg, Engelman and Belgrad
10th floor, Sun Life Building
20 South Charles Street
Baltimore, Maryland 21201

RE: Petition for Special Hearing
Nextel Communications/Hebrew Young Men's Sick Relief Assoc.
Case No. 97-473-SPH

Dear Mr. Fine:

Enclosed please find the decision rendered in the above captioned case. The Petition for Special Hearing has been granted, in accordance with the attached Order.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days of the date of the Order to the County Board of Appeals. If you require additional information concerning filing an appeal, please feel free to contact our Appeals Clerk at 887-3391.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Lawrence E. Schmidt".

Lawrence E. Schmidt
Zoning Commissioner

LES:mmn
att.

c: Messrs. Bruce J. Levine
and Sean Hughes, Nextel, 4340 East-West Highway, Suite 800
Bethesda, Maryland 20814



RE: PETITION FOR SPECIAL HEARING	*	BEFORE THE
N/S Windsor Mill Road, 2200'+/- E of		
Gwynn Oak Avenue, 2nd Election District,	*	ZONING COMMISSIONER
2nd Councilmanic		
	*	OF BALTIMORE COUNTY
Legal Owner(s): Hebrew Young Men's Sick		
Relief Assn of Baltimore City	*	CASE NO. 97-473-SPH
Contract Purchaser(s): Nextel Communica-		
tions and American PCS, L.P.	*	
Petitioners		

* * * * *

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

Peter Max Zimmerman

PETER MAX ZIMMERMAN

People's Counsel for Baltimore County

Carole S. Demilio

CAROLE S. DEMILIO

Deputy People's Counsel

Room 47, Courthouse

400 Washington Avenue

Towson, MD 21204

(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of May, 1997, a copy of the foregoing Entry of Appearance was mailed to Stanley Fine, Esq., Kaplan, Heyman, Greenberg, 20 S. Charles Street, 10th Floor, Baltimore, MD 21201, attorney for Petitioners.

Peter Max Zimmerman

PETER MAX ZIMMERMAN



Petition for Special Hearing to the Zoning Commissioner of Baltimore County

for the property located at N side, Windsor Mill Rd., 2200± E of Gwynn Oak Ave.

which is presently zoned D.R. 5.5

This Petition shall be filed with the Office of Zoning Administration & Development Management.

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

an amendment to the Special Exception granted in Case No. 96-348-SPHXA authorizing a Wireless Transmitting and Receiving Facility, to permit additional antennas and equipment cabinets to be installed, and to affirm the relief granted by the variances and the Special Hearing in that case.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Special Hearing advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

Contract Purchaser/Lessee:

Nextel Communications

(Type or Print Name)

Signature

4340 East-West Highway

Suite 800

Address

Bethesda, MD 20814

City

State

Zipcode

Attorney for Petitioner:

Stanley Fine, Esq.

Kaplan, Heyman, Greenberg, Engelman, & Belgrad

(Type or Print Name)

Signature

10th Floor, Sun Life Building

20 South Charles Street

Address

(410) 539-6967

Phone No.

Baltimore, MD 21201

City

State

Zipcode

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Legal Owner(s):

Hebrew Young Men's Sick Relief Association
of Baltimore City

(Type or Print Name)

Signature

(Type or Print Name)

Signature

9080 Meadow Heights Road

Address

Phone No.

Randallstown, MD 21133

City

State

Zipcode

Name, Address and phone number of representative to be contacted.

Robert E. Morelock

Daft McCune Walker, Inc.

Name

200 East Pennsylvania Avenue (410) 296-3333

Address

Phone No.

Towson, MD 21284

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

unavailable for Hearing

the following dates _____ Next Two Months

ALL

OTHER

REVIEWED BY: _____

DATE: _____

Zoning Administration
& Development Management

ORIGINAL SIGNATURE FORMS.

SEE ATTACHED SPECIAL HEARING FORM FOR SEPARATE PARTY SIGNATURES AND PETITION WORDING!



Petition for Special Hearing

A13

to the Zoning Commissioner of Baltimore County

for the property located at N side, Windsor Mill Rd., 2200'± E of Gwynn Oak Ave.

which is presently zoned D.R. 5.5

This Petition shall be filed with the Office of Zoning Administration & Development Management.

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Special Hearing advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

Contract Purchaser/Lessee:

Nextel Communications

Leonard Cascio
(Type or Print Name)

[Signature] PRES.
Signature

4340 East-West Highway
Suite 800

Address

Bethesda, MD 20814

City

State

Zipcode

Attorney for Petitioner:

Stanley Fine, Esq.

Kaplan, Heyman, Greenberg, Engelman, & Belgrad

(Type or Print Name)

[Signature]
Signature

10th Floor, Sun Life Building

20 South Charles Street (410) 539-6967

Address

Phone No.

Baltimore, MD 21201

City

State

Zipcode

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Legal Owner(s):

Hebrew Young Men's Sick Relief Association
of Baltimore City

(Type or Print Name)

Signature

(Type or Print Name)

David Elkin PRES.
Signature

9080 Meadow Heights Road

Address

Phone No.

Randallstown, MD 21133

City

State

Zipcode

Name, Address and phone number of representative to be contacted.

Robert E. Morelock

Daft McCune Walker, Inc.

Name

200 East Pennsylvania Avenue (410) 296-3333

Address

Phone No.

Towson, MD 21286

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

unavailable for Hearing

the following dates

Next Two Months

ALL

OTHER

REVIEWED BY

DATE

2/27/97

Zoning Administration
& Development Management



Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at North Side of Windsor Mill Road

A73

which is presently zoned DR-5.5

This Petition shall be filed with the Office of Zoning Administration & Development Management.

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

Additions to a wireless transmitting and receiving facility authorized by Zoning Case No. 96-348-SPHXA.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Special Hearing advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser/Lessee:

American PCS, L.P. - Margaret Ruggieri

(Type or Print Name)

Signature

One Democracy Center
6905 Rockledge Drive, Suite 100

Address

Bethesda, MD 20817

City

State

Zipcode

Attorney for Petitioner:

Christine McSherry

(Type or Print Name)

Signature

Christine K. McSherry
400 Court Towers
210 West Pennsylvania Ave. (410) 832-2000

Address

Towson, MD 21204

City

State

Zipcode

Legal Owner(s):

Hebrew Young Men's Sick Relief Association

(Type or Print Name)

Signature

Daniel Elkin, President

(Type or Print Name)

Signature

9080 Meadow Heights Road

(410) 523-0991

Address

Phone No.

Randallstown, MD 21133

City

State

Zipcode

Name, Address and phone number of representative to be contacted.

Christine McSherry

Name

210 W. Pennsylvania Avenue (410) 832-2000

Address

Phone No.

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

unavailable for Hearing

the following dates Next Two Months

ALL

OTHER

REVIEWED BY:

DATE

Zoning Administration
& Development Management

Description

To Accompany Petition for Special Hearing

9.54 Acre Parcel

The Hebrew Young Men's Sick Relief Association of Baltimore City

Northeast Side of Windsor Mill Road

Northwest of Lorraine Avenue

Second Election District, Baltimore County, Maryland



Daft McCune Walker, Inc.

200 East Pennsylvania Avenue
Towson, Maryland 21286

410 296 3333

Fax 296 4705

*A Team of Land Planners,
Landscape Architects,
Engineers, Surveyors &
Environmental Professionals*

Beginning for the same at the end of the second of the two following courses and distances measured from the point formed by the intersection of the centerline of Windsor Mill Road (40 foot wide) with the centerline of Lorraine Avenue (35 foot wide), (1) Northwesterly along the centerline of Windsor Mill Road 510 feet, more or less, thence at a right angle to said Windsor Mill Road (2) Northeasterly 20 feet, more or less, to the point of beginning, said beginning point being on the northeast side of Windsor Mill Road, thence leaving said beginning point and running the following thirteen courses and distances, viz: (1) Northwesterly by a line curving to the right with a radius of 5392.62 feet for a distance of 82.54 feet (the arc of said curve being subtended by a chord bearing North 53 degrees 54 minutes 13 seconds West 82.54 feet), thence (2) North 54 degrees 20 minutes 32 seconds West 246.11 feet, thence (3) Northwesterly by a line curving to the right with a radius of 3480.00 feet for a distance of 7.12 feet (the arc of said curve being subtended by a chord bearing North 54 degrees 17 minutes 01 second West 7.12 feet), thence (4) North 43 degrees 23 minutes 41 seconds East 146.07 feet, thence (5) North 54 degrees 07 minutes 19 seconds West 100.00 feet, thence (6) North 43 degrees 23 minutes 41 seconds East 558.00 feet, thence (7) North 62 degrees 26 minutes 41 seconds East 40.33 feet, thence (8) South 23 degrees 20 minutes 19 seconds East 56.08 feet, thence (9) South 45

473

degrees 54 minutes 19 seconds East 4.50 feet, thence (10) North 44 degrees 05 minutes 41 seconds East 360.50 feet, thence (11) South 45 degrees 54 minutes 19 seconds East 372.67 feet, thence (12) South 45 degrees 07 minutes 41 seconds West 642.33 feet, thence (13) South 42 degrees 36 minutes 41 seconds West 376.25 feet to the point of the beginning; containing 9.54 acres of land more or less.

THIS DESCRIPTION HAS BEEN PREPARED FOR ZONING PURPOSES ONLY AND IS NOT INTENDED TO BE USED FOR CONVEYANCE.

March 31, 1997

Project No. 97027 (L97027.2)



473

Description

To Accompany Petition for Special Hearing

5.0 Acre Parcel

The Hebrew Young Men's Sick Relief Association of Baltimore City

Northeast Side of Windsor Mill Road

Northwest of Lorraine Avenue

Second Election District, Baltimore County, Maryland



Daft McCune Walker, Inc.

200 East Pennsylvania Avenue

Towson, Maryland 21286

410 296 3333

Fax 296 4705

A Team of Land Planners,

Landscape Architects,

Engineers, Surveyors &

Environmental Professionals

Beginning for the same at the end of the third of the three following courses and distances measured from the point formed by the intersection of the centerline of Windsor Mill Road (40 foot wide) with the centerline of Lorraine Avenue (35 foot wide), (1) Northwesterly along the centerline of Windsor Mill Road 510 feet, more or less, thence at a right angle to said Windsor Mill Road, (2) Northeasterly 20 feet, more or less, thence (3) North 42 degrees 36 minutes 41 seconds East 376.25 feet to the point of beginning, thence leaving said beginning point and running the following eight courses and distances, viz: (1) North 44 degrees 52 minutes 18 seconds West 429.52 feet, thence (2) North 43 degrees 23 minutes 41 seconds East 173.73 feet, thence (3) North 62 degrees 26 minutes 41 seconds East 40.33 feet, thence (4) South 23 degrees 20 minutes 19 seconds East 56.08 feet, thence (5) South 45 degrees 54 minutes 19 seconds East 4.50 feet, thence (6) North 44 degrees 05 minutes 41 seconds East 360.50 feet, thence (7) South 45 degrees 54 minutes 19 seconds East 372.67 feet, and thence (8) South 45 degrees 07 minutes 41 seconds West 558.82 feet to the point of the beginning; containing 5.0 acres of land, more or less.

THIS DESCRIPTION HAS BEEN PREPARED FOR ZONING PURPOSES ONLY AND IS NOT INTENDED TO BE USED FOR CONVEYANCE.

March 31, 1997

Project No. 97027 (L97027.1)



NOTICE OF HEARING

The Zoning Commission of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towns, Maryland on the property identified herein as follows:

Case #27-47337
MS Windsor Mill, Bldg. 2201
+/- E of Gwyn Oak Avenue
2nd Election District
2nd Councilmanic
Legal Owner(s):
Hebrew Young Men's Sick
Relief Association of Baltimore
City

Contract Purchaser(s):
Moxel Communications and
American PCS, L.P.

Special Hearing: to approve
additions to a wireless trans-
mitting and receiving facility
authorized by zoning case
number 96-348-SP-IXA.

Hearing: Tuesday, June 3,
1997 at 9:00 a.m., 4th floor
hearing room County Bldg.,
401 Byster Avenue.

LAWRENCE E. SCHMIDT
Zoning Commissioner for
Baltimore County

NOTES: (1) Hearings are
Handicapped Accessible; for
special accommodations
Please Call (410) 867-3333.
(2) For information concern-
ing the file and/or Hearing,
Please Call (410) 867-3391.

5/280 May 15 0143434

CERTIFICATE OF PUBLICATION

TOWSON, MD., 5/15, 1997

THIS IS TO CERTIFY, that the annexed advertisement was
published in THE JEFFERSONIAN, a weekly newspaper published
in Towson, Baltimore County, Md., once in each of 1 successive
weeks, the first publication appearing on 5/15, 1997.

THE JEFFERSONIAN,

A. H. Erickson

LEGAL AD. - TOWSON

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No.

036523

JLC 473

PAID RECEIPT

04/24/97 04 7 LBS R 4106
DEPT 5 513 ZONING VERIFICATION

ACCOUNT Room 150

CR NO. 036523

\$250.00 CK P-A-I-D
Baltimore County Maryland
Office Of Budget & Finance

DATE 4/24/97

ACCOUNT

AMOUNT \$ 250.00

RECEIVED FROM: ENTEL

FOR: SPH (c) FILING

DISTRIBUTION
WHITE - CASHIER
PINK - AGENCY
YELLOW - CUSTOMER

CASHIER'S VALIDATION

CERTIFICATE OF POSTING

RE: Case No.: 97-473-SPH

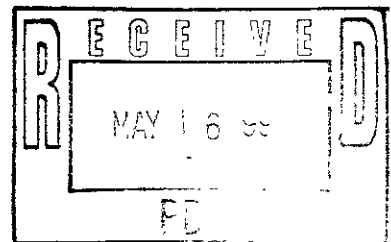
Petitioner/Developer: AMERICAN PCS L.P.
AND
NEXTEL COMMUNICATIONS

Date of Hearing/Closing: JUNE 3, 1997

Baltimore County Department of
Permits and Development Management
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, MD 21204

Attention: Ms. Gwendolyn Stephens

Ladies and Gentlemen:



This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at

WINDSOR HILL ROAD E. OF GWYNNE OAK AVE.

The sign(s) were posted on MAY 14, 1997
(Month, Day, Year)

Sincerely,

Garland E. Moore
(Signature of Sign Poster and Date)

GARLAND E. MOORE
(Printed Name)

3225 RYERSON CIRCLE
(Address)

BALTIMORE, MD. 21227
(City, State, Zip Code)

(410) 242-4263
(Telephone Number)

ZONING NOTICE

Case # 197-473-SPW

A PUBLIC HEARING WILL BE HELD BY
THE ZONING COMMISSIONER
IN TOWSON, MD

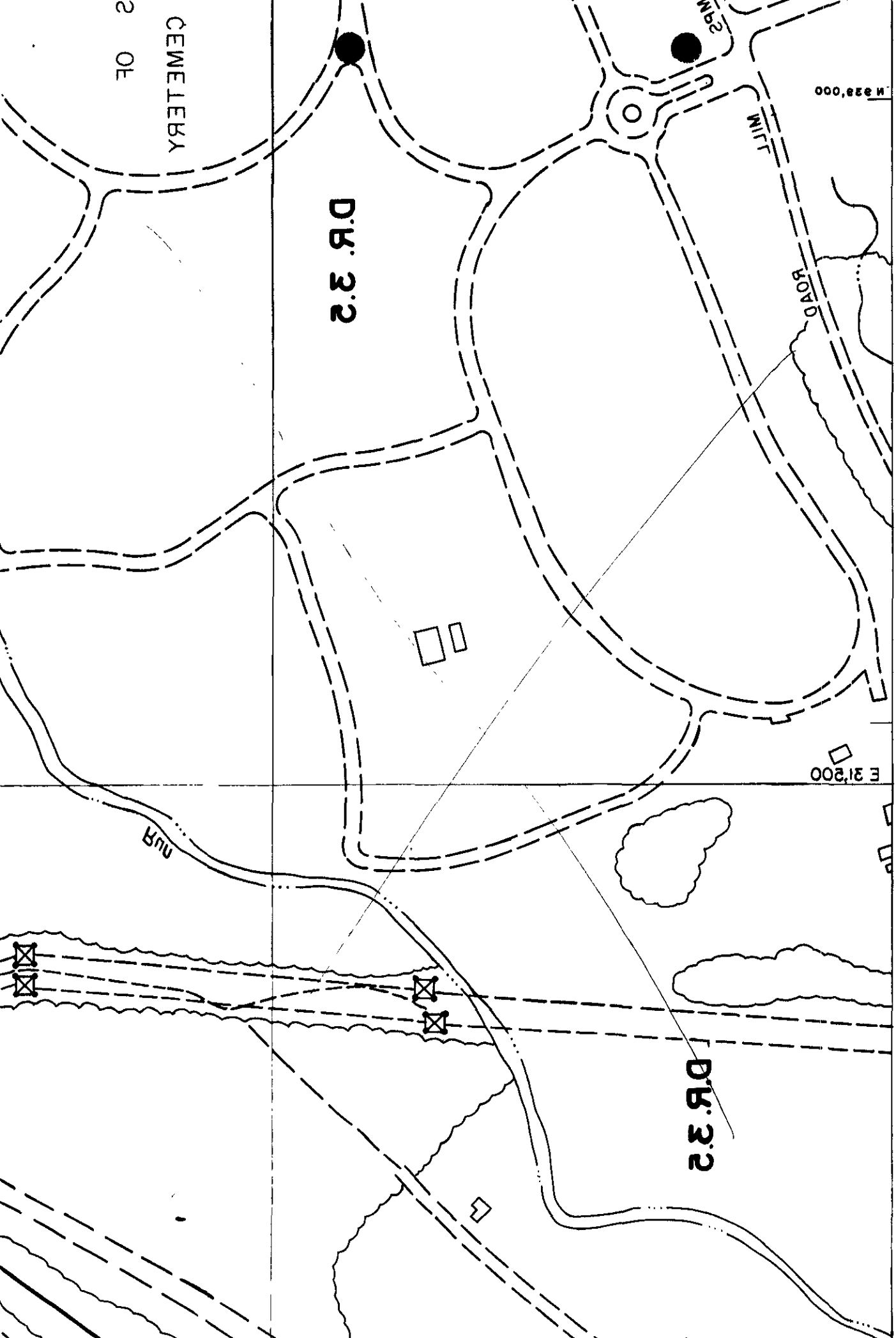
PLACE: 4th Floor Court Room 401 Bayley Ave.
TIME & DATE: JUNE 3, 1997 AT 9: A.M.

REQUEST A SPECIAL HEARING TO
APPROVE ADDITIONS TO A WIRELESS
TRANSMITTING AND RECEIVING FACILITY
APPROVALS IN CASE NO. 97-473-SPWKA

W-2M
I-VM

Вильямс 130-де 130-де 131-де 135-де 133-де 134-де 132-де
ОКТОБЕР 8' 1990

THE BALTIMORE COUNCIL
ADOPTED BY
1990 COMPREHENSIVE ZONING MAP



OFFICE

Request for Zoning: Variance, Special Exception, or Special Hearing

Date to be Posted: Anytime before but no later than *

Format for Sign Printing, Black Letters on White Background:

*Zoning file
copy.***ZONING NOTICE****Case No.:** 97-473-SPA

A PUBLIC HEARING WILL BE HELD BY
THE ZONING COMMISSIONER
IN TOWSON, MD

PLACE: *

DATE AND TIME: *

REQUEST:

*A special hearing to approve additions
to a wireless transmitting and receiving facility
approved in case no. 96-348-SPH2A*

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES NECESSARY.
TO CONFIRM HEARING CALL 887-3391.

DO NOT REMOVE THIS SIGN AND POST UNTIL DAY OF HEARING UNDER PENALTY OF LAW

HANDICAPPED ACCESSIBLE



111 West Chesapeake Avenue
Towson, MD 21204

(410) 887-3353

ZONING HEARING ADVERTISING AND POSTING REQUIREMENTS & PROCEDURES

Baltimore County Zoning Regulations require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property and placement of a notice in at least one newspaper of general circulation in the County.

This office will ensure that the legal requirements for posting and advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements.

PAYMENT WILL BE MADE AS FOLLOWS:

- 1) Posting fees will be accessed and paid to this office at the time of filing.
- 2) Billing for legal advertising, due upon receipt, will come from and should be remitted directly to the newspaper.

NON-PAYMENT OF ADVERTISING FEES WILL STAY ISSUANCE OF ZONING ORDER.

ARNOLD JABLON, DIRECTOR

For newspaper advertising:

Item No.: 473

Petitioner: Hebrew Young Mens Sick Relief Association of Baltimore City

Location: N. Side of Windsor Mill Road

PLEASE FORWARD ADVERTISING BILL TO:

NAME: Daft-McCune-Walker ATTN: Lisa Ferrari

ADDRESS: 200 East Pennsylvania Avenue

TOWSON, MD 21286

PHONE NUMBER: 296-3333

AJ:ggs

(Revised 04/09/93)

TO: PUTUXENT PUBLISHING COMPANY
May 15, 1997 Issue - Jeffersonian

Please forward billing to:

Lisa Ferrari
Daft-McCune-Walker
200 E. Pennsylvania Avenue
Towson, MD 21286
410-296-3333

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 97-473-SPH
N/S Windsor Mill Road, 2200'+/- E of Gwynn Oak Avenue
2nd Election District - 2nd Councilmanic
Legal Owner(s): Hebrew Young Men's Sick Relief Association of Baltimore City
Contract Purchaser(s): Nextel Communications and American PCS, L.P.

Special Hearing to approve additions to a wireless transmitting and receiving facility authorized by zoning case number 96-348-SPHXA.

HEARING: TUESDAY, JUNE 3, 1997 at 9:00 a.m., 4th floor hearing room Courts Bldg., 401 Bosley Avenue.

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, PLEASE CALL 887-3391.



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

May 9, 1997

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 97-473-SPH

N/S Windsor Mill Road, 2200'+/- E of Gwynn Oak Avenue

2nd Election District - 2nd Councilmanic

Legal Owner(s): Hebrew Young Men's Sick Relief Association of Baltimore City

Contract Purchaser(s): Nextel Communications and American PCS, L.P.

Special Hearing to approve additions to a wireless transmitting and receiving facility authorized by zoning case number 96-348-SPHXA.

HEARING: TUESDAY, JUNE 3, 1997 at 9:00 a.m., 4th floor hearing room Courts Bldg., 401 Bosley Avenue.

A handwritten signature in black ink, appearing to read "Arnold Jablon".

Arnold Jablon
Director

cc: Hebrew Young Men's Sick Relief Association of Baltimore City
Nextel Communications
American PCS, L.P.
Christine McSherry, Esq.
Stanley Fine, Esq.
Daft McCune Walker, Inc.

NOTES: (1) YOU MUST HAVE THE ZONING NOTICE SIGN POSTED ON THE PROPERTY BY MAY 19, 1997.
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THIS OFFICE AT 887-3391.





Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

May 30, 1997

Stanley Fine, Esquire
Kaplan, Heyman, Greenberg, Engelman & Belgrad
10th Floor, Sun Life Building
20 South Charles Street
Baltimore, MD 21201

RE: Item No.: 473
Case No.: 97-473-SPH
Petitioner: Daniel Elkin, Pres.

Dear Mr. Fine:

The Zoning Advisory Committee (ZAC), which consists of representatives from Baltimore County approval agencies, has reviewed the plans submitted with the above referenced petition, which was accepted for processing by Permits and Development Management (PDM), Zoning Review, on April 22, 1997.

Any comments submitted thus far from the members of ZAC that offer or request information on your petition are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. Only those comments that are informative will be forwarded to you; those that are not informative will be placed in the permanent case file.

If you need further information or have any questions regarding these comments, please do not hesitate to contact the commenting agency or Roslyn Eubanks in the zoning office (410-887-3391).

Sincerely,

A handwritten signature in dark ink, reading "W. Carl Richards, Jr." The signature is written in a cursive style with a large, stylized "W" at the beginning.

W. Carl Richards, Jr.
Zoning Supervisor

WCR/re
Attachment(s)





Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary
Parker F. Williams
Administrator

Ms. Roslyn Eubanks
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County 5-6-97
Item No. 473 JLL

Dear Ms. Eubanks:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not affected by any State Highway Administration projects.

Please contact Larry Gredlein at 410-545-5606 if you have any questions.

Thank you for the opportunity to review this item.

Very truly yours,

for

Ronald Burns, Chief
Engineering Access Permits
Division

LG

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits
and Development Management

DATE: May 7, 1997

FROM: Arnold F. "Pat" Keller, III, Director
Office of Planning

SUBJECT: Zoning Advisory Petitions

The Planning Office has no comments on the following petitions (s):

Item No. 445, 463, 473, 474, 476, 477, 482, 484, 487

If there should be any questions or if this office can provide additional information, please contact Jeffrey Long in the Office of Planning at (401) 887-3495

Prepared by:

Jeffrey W. Long

Division Chief:

Caryl L. Kerns

AFK/JL

Baltimore County Government
Fire Department



700 East Joppa Road Suite 901
Towson, MD 21286-5500

(410) 887-4500

May 8, 1997

Arnold Jablon, Director
Zoning Administration and Development Management
Baltimore County Office Building
Towson, MD 21204
MAIL STOP-1105

RE: Property Owner: SEE BELOW

Location: DISTRIBUTION MEETING OF May 5, 1997

Item No.: SEE BELOW

Zoning Agenda:

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

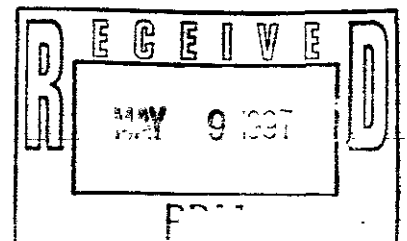
8. The Fire Marshal's Office has no comments at this time,
IN REFERENCE TO THE FOLLOWING ITEM NUMBERS:

463, 471, 473, 474, 475, 476, 477, 478, 479, 480, 482,
483, 484, and 487.

REVIEWER: LT. ROBERT P. SAUERWALD

Fire Marshal Office. PHONE 887-4881, MS-1102F

cc: File



BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT
INTER-OFFICE CORRESPONDENCE

TO: PDM

DATE: 5/13/97

FROM: R. Bruce Seeley - RBS/GR
Permits and Development Review
DEPRM

SUBJECT: Zoning Advisory Committee
Meeting Date: May 5, 97

The Department of Environmental Protection & Resource Management has no comments for the following Zoning Advisory Committee Items:

Item #'s:	463	486
	464	481
	471	482
	472	
	473	483
	474	485
	475	487
	476	
	478	

RBS:sp

BRUCE2/DEPRM/TXTSBP

John Alexander 97-2363

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

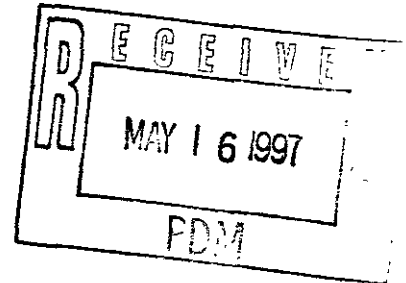
5/18/97

TO: Arnold Jablon, Director
Department of Permits & Development
Management

Date: May 14, 1997

FROM: *[Signature]* Robert W. Bowling, Chief
Development Plans Review Division

SUBJECT: Zoning Advisory Committee Meeting
for May 12, 1997
Item Nos. 462, 463, 464, 471, 473,
474, 475, 477, 478, 479, 480, 482,
483, 484, 487 and Case No. 97-409-XA



The Development Plans Review Division has reviewed the subject zoning item, and we have no comments.

RWB:HJO:jrb

cc: File

ZONE512.NOC

BALTIMORE COUNTY, MARYLAND
Inter-Office Memorandum

DATE: April 24, 1997

TO: Hearing Officer

FROM: John L. Lewis
Planner II
Zoning Review, PDM

SUBJECT: Item #473

Discussed the fact that 2 separate parties filing special hearing to approved plan to amend on same site (with applicant).

Applicant wanted the cases heard together. Staff suggested combining into one hearing with both parties petition forms and each set of plans combined. All other information the same and same engineer. Applicant agreed and this is how files accepted.

JLL:scj

473

Attention: Gwen

Gwen,

Please schedule the following ~~special~~ ~~special~~ special hearings on the same day.
Item no. 473, 474, 475, 491 & 492 If you
have any questions I can be reached at
296-3333.

Thank You

Lise Ferrari

Daft-McCune-Walker, Inc.

Stanley Fine - Nextel
John Evers - APC
David Milner - APC

APC 96-348 SPHKA.

- special exception
 - variance as they relate
to set back
 - special hearing
-

APC -

Towers constituted
5 mos.

APC - 6 antenna now
18 ~~antenna~~ potential
antenna 12 more

same platform

additional cabinets
5 more -

additional cabinets
compound

Stanley Fine -

APC at 150 feet

Nextel 136 feet - triangular
12 x 12 x 12 feet

up to 12 antennas
4 sets of 3

at the base

equipment cabinet up compound

5 x 10 x 5

No adverse impact

Ref 1 A

Ref 1 B

APC is LL.

- Break down on
order

NEXTEL

PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME

ADDRESS

Bob Morelock

DMW, 200 E. PENNA. AVE., TOWSON

Bruce J. Levine

Nextel, 4340 E.W. Highway, Bethesda, MD 20814

Sean Hughes

(Same as above)

STANLEY FINE - KAPLAN, HEYMAN

20 S. CHAS ST, BALTO, MD, 21201



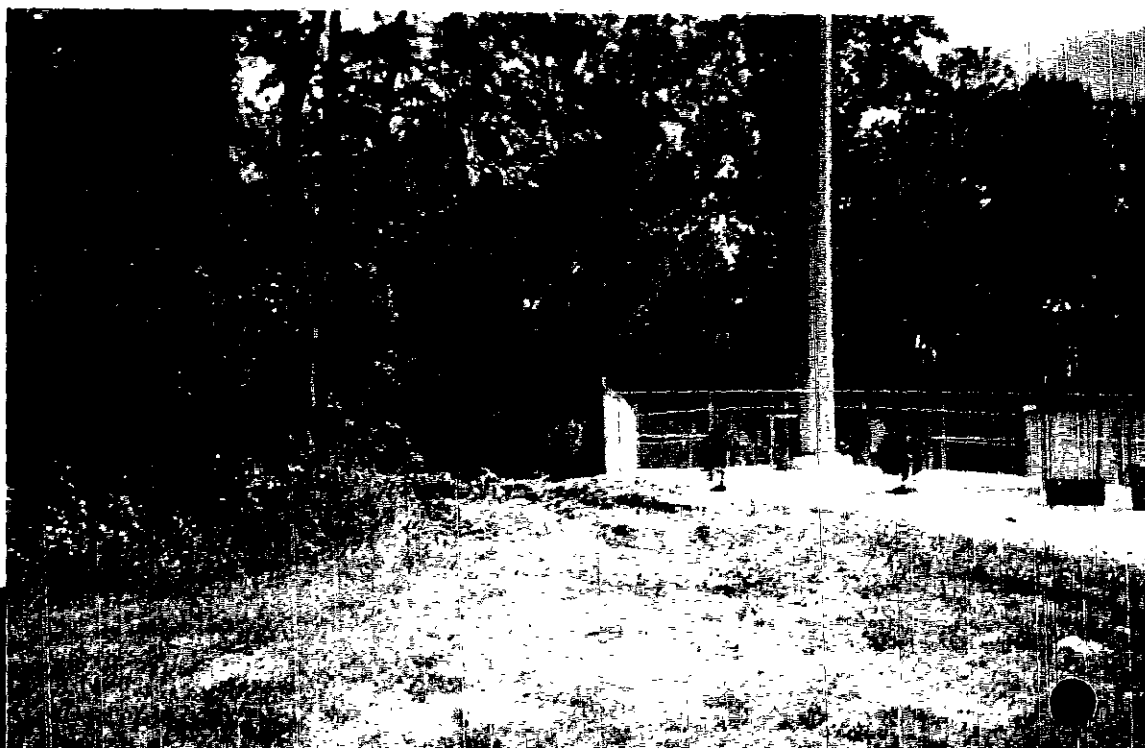


Ref Ex 3



Ref Ex 4

Ref Ex 5



BALTIMORE COUNTY, MARYLAND
I N T E R O F F I C E C O R R E S P O N D E N C E

TO: Arnold Jablon, Director DATE: Nov. 6, 1995
Zoning Administration and Development Management

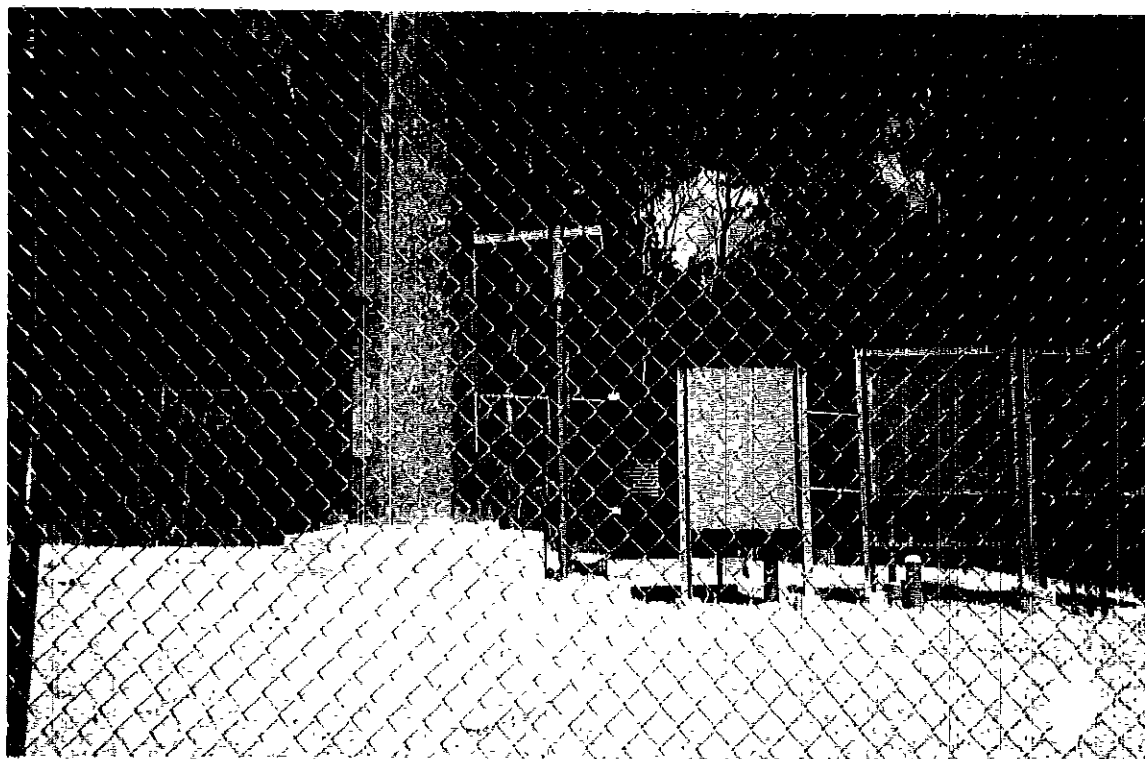
FROM: *pub* Robert W. Bowling, P.E., Chief
Development Plans Review

RE: Zoning Advisory Committee Meeting
for November 6, 1995
Items 163, 165, 166, 167, 168, and 169 <

The Development Plans Review Division has reviewed
the subject zoning items and we have no comments.

RWB:sw

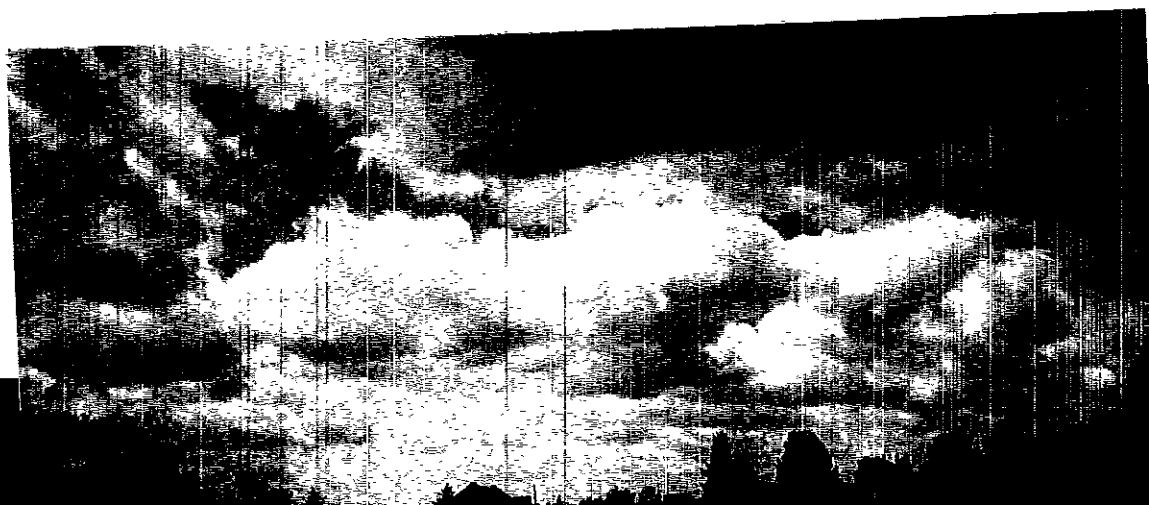
Pet Ex 8



Pet Ex 8



Pet Ex 9



BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT
INTER-OFFICE CORRESPONDENCE

TO: Mr. Arnold Jablon, Director February 1, 1996
Zoning Administration and
Development Management

FROM: J. Lawrence Pilson *JLP*
Development Coordinator, DEPRM

SUBJECT: Zoning Item #96/169/SPH - Maffezzoli/Ward - REVISED
3501 Belmont Avenue
Zoning Advisory Committee Meeting of January 16, 1996

The Department of Environmental Protection and Resource Management offers the following comments on the above-referenced zoning item.

Environmental Impact Review

Development of the property must comply with the Regulations for the Protection of Water Quality, Streams, Wetlands and Floodplains (Sections 14-331 through 14-350 of the Baltimore County Code).

Development of this property must comply with the Forest Conservation Regulations Sections 14-401 through 14-422 of the Baltimore County Code).

Agricultural Preservation Program

This plan has been reviewed for prime and productive soils. As proposed, the plan does not conflict with meeting those regulations.

JLP:KK:WL:sp

MAFFEZ/DEPRM/TXTSBP



**American Personal
Communications**

6905 Rockledge Drive, Suite 100 • Bethesda, MD 20817
Tel. 301-214-9200 Fax. 301-214-9402

SPECIAL HEARING
CASE NO. 97-473-SPH

AMERICAN PERSONAL COMMUNICATIONS (APC)
SPECIAL HEARING
JUNE 3, 1997

TABLE OF CONTENTS

1. American Personal Communications Corporate Profile
2. Photographs of Hebrew Cemetery
3. Lease Agreement
4. Photographs and Specifications Sheets for Antennas
5. Photographs and Specification Sheets for Equipment Cabinets
6. FCC License
7. Radio Frequency Statement-Jules Cohen
8. FCC Statement on PCS-Creating Significant Benefits for Consumers and Business
9. FCC's Chairman, Reed Hundt Speech, Excerpts

Put No 7

Sprint SpectrumSM

The all-in-one Personal Communications System that goes with you.

Environmental Impact Statement

Wireless Transmitting & Receiving Facility modifications
at the

Hebrew Young Men's Cemetery

DMW Project No. 94161.68
June, 1997

and

No. 97027

Red No 2

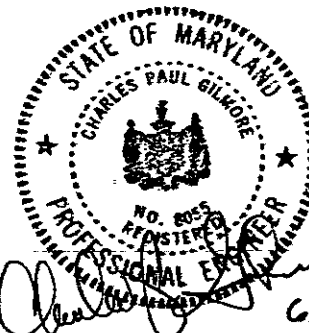
Prepared for:

APC Realty & Equipment Co., L.L.C.
6905 Rockledge Drive
Suite 100
Bethesda, MD 20817

Nextel Communications
4340 East-West Highway
Suite 800
Bethesda, MD 20814

Prepared by:

Daft-McCune-Walker, Inc.
200 East Pennsylvania Avenue
Towson, Maryland 21286
(410) 296-3333
(410) 296-4705 Fax
dmw@dmw.com



NEXTEL
Petitioner's Exhibit
No. 10

ANTENNA SITE LICENSE AGREEMENT

This Antenna Site License Agreement (the "Agreement") is made this 17th day of February, 1997, by and between APC REALTY AND EQUIPMENT COMPANY, LLC, a Delaware limited liability company with an address of One Democracy Center, 6905 Rockledge Drive, Suite 100, Bethesda, Maryland 20817 ("Licensor") and NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC., a Delaware corporation with an address of 4340 East-West Highway, Suite 800, Bethesda, Maryland 20814 ("Licensee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Licensor and Licensee agree that the respective terms as used herein shall, unless the context otherwise requires, have the following meanings:

"Antenna Site" means the applicable portions of the Land, and more particularly described in Exhibit B attached hereto and made a part hereof.

"Land" means that certain parcel of land leased by Licensor in the City of Woodlawn, County of Baltimore, State of Maryland and commonly known as 5830 Windsor Mill Road. The Land is more particularly described in Exhibit A annexed hereto.

"Premises" means that certain portion of the Antenna Site to be used by Licensee and described in Exhibits B-1, B-2, and B-3.

"Site Equipment" means any communications equipment, including base stations, a six foot by ten foot (6' x 10') equipment pad, antenna(s), utility lines, transmission lines, cabling or wiring and accessories approved by Licensor for installation, operation and maintenance on the Antenna Site and is more particularly described in Exhibit C annexed hereto.

"Prime Lease" means the lease between Licensor, as Tenant, and Hebrew Young Men's Association, Inc., as Landlord, a copy of which is attached hereto as Exhibit D.

Licensor and Licensee agree that capitalized terms defined elsewhere in this Agreement shall, unless the context requires otherwise, have the meaning there given.

2. **License to Use.**

(a) The Antenna Site is a part of the same Land leased to the Licensor under the Prime Lease, which is attached hereto and made a part hereof as Exhibit D.

(b) Subject to and upon the terms, provisions and conditions hereinafter set forth and in consideration of the duties, covenants and obligation of Licensee hereunder, Licensor has granted and does hereby grant to Licensee, a nonexclusive license to use the Premises for the installation, operation and maintenance, at Licensee's sole expense, Licensee's Site Equipment, as more particularly described in Exhibit C attached hereto and made a part hereto.

(c) This Agreement is limited to allowing Licensee to install, maintain and operate on the Premises the radio communications equipment which Licensee owns for purposes of providing communications services.

3. **Term.**

(a) The term (the "Term") of this Agreement shall commence on the date Licensee commences installation of the Site Equipment or May 1, 1997, whichever occurs first (the "Commencement Date") and shall expire on November 1, 2006. The parties hereto shall execute a separate memorandum confirming the Commencement Date.

(b) Upon expiration of the Term, this Agreement shall automatically renew for two (2) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions, except that the Monthly License Fee (hereafter defined) shall increase as set forth herein. Said renewal shall become effective unless either party shall give the other party written notice of its intent not to renew within ninety (90) days prior to the expiration of the initial Term or any Renewal Term hereof. Notwithstanding anything to the contrary, this Agreement shall be coterminous with the Prime Lease except that this Agreement shall expire thirty (30) days prior to the termination or other expiration of the Prime Lease.

4. **Payments.**

Notwithstanding the foregoing, 50% (50%)
(a) Licensee shall pay Licensor, without demand, offset or counterclaim on the Commencement Date and on the first day of each calendar month thereafter a monthly fee in the amount of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) (the "Monthly License Fee") subject to adjustment as provided herein. Payment of the foregoing Monthly License Fee shall entitle Licensee to install not more than nine (9) antennas and associated cable runs at the one hundred thirty six feet (136') centerline location on the Tower. Licensee shall be entitled to add up to three (3) additional antennas ("Additional Antenna") and associated cable runs at any time during this Agreement upon written notice to Licensor and Licensee shall pay an additional One Hundred and 00/100 Dollars (\$100.00) per month, per each Additional Antenna, commencing upon the date of installation of the Additional Antenna. If the Commencement Date occurs on a date other than the first day of a month, the Monthly License Fee shall be prorated for such partial month. Likewise, if the Term or any Renewal Term ends on a date other than the last day of a month, the Monthly License Fee shall be prorated for such partial month. The Monthly License Fee shall be payable to Licensor at One Democracy Center, 6905 Rockledge Drive, Suite 100, Bethesda, Maryland 20817, Attn: Tarsha Harper. *THH*

(b) The License Fee is payable in advance on the first day of each month and shall be deemed delinquent if it is not received by Licensor within ten (10) days of the receipt of written notice from Licensor. If the Monthly License Fee is not paid when due, then the amount due and unpaid shall bear interest at the rate of ten percent (10%) per annum from the date due until paid.

(c) The Monthly License Fee shall be increased annually on the anniversary of the Commencement Date, including any Renewal Terms, by an amount equal to three percent (3%) of the Monthly License Fee for the previous year.

(d) In addition to the Monthly License Fee, Licensee shall pay Licensor if, and when due, any sales, use or other taxes or assessments, including without limitation, any forest service fees, which are assessed or due by reason of this Agreement or Licensee's use of the Premises hereunder.

5. **Interference.** Licensee agrees to use equipment of a type and tuned to a frequency that will not cause interference to Licensor's other licensees on the Antenna Site, and agrees to make no changes in or to its Site Equipment or to its frequencies without prior written consent of Licensor, which consent shall not be unreasonably withheld, delayed or conditioned.

If, in the sole reasonable judgment of Licensor, Licensee's Site Equipment causes interference with a user predating Licensee's use of the Premises, in violation of this Paragraph, Licensee shall take all steps necessary to correct or eliminate such interference. In the event of radio frequency interference, where the Licensee is found to be responsible or partially responsible, Licensee shall be liable for all or part of the cost to correct those matters that caused the interference. If such interference cannot be corrected within twenty-four (24) hours, Licensor may require Licensee to shut down the Site Equipment immediately (except for intermittent testing). If Licensee does not shut down the Site Equipment within the period required by Licensor, Licensor may shut down Licensee's Site Equipment (except for intermittent testing). If such interference cannot be corrected within ten (10) days of Licensee's being informed by Licensor of such interference, Licensor may, in its sole discretion, terminate this Agreement or, alternately, Licensor may require that Licensee cease operation of the Site Equipment until such interference can be corrected or eliminated, at which time Licensee may resume its operations, or Licensor may remove the specific item of equipment causing such interference, in which latter case the Monthly License Fee shall be reduced proportionately. Licensee shall indemnify Licensor and hold it harmless from all reasonable expenses, costs, damages, loss, claims or other liabilities arising out of said shutdown, unless said shutdown was the result of Licensor's gross negligence or willful misconduct. Licensee agrees to cease operations (except for intermittent testing on a schedule approved by Licensor) until the interference has been corrected to the satisfaction of Licensor.

From and after the date of this Agreement, Licensor shall provide in all subsequent users of the Antenna Site to install equipment of a type and tuned to a frequency that will not cause interference with Licensee's use or operation at the Premises. In the event Licensee determines that communications or other equipment installed at the Antenna Site after the commencement of the Term of this Agreement causes interference with Licensee's operations, then in such event Licensor agrees to take all steps necessary to correct or eliminate such interference immediately at Licensor's sole cost and expense. If such interference cannot be corrected within twenty-four (24) hours, Licensee may require Licensor to shut down the interfering equipment immediately. Licensee may require that Licensor (or any other party) cease operation of the equipment until such interference can be corrected or eliminated, at which time Licensor may resume its operations. Licensor shall indemnify Licensee and hold it harmless from all reasonable expenses, costs, damages, loss, claims or other liabilities arising out of said interference, unless said interference was the result of Licensee's gross negligence or willful misconduct.

6. **Electrical Facilities; Access.** Licensee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Licensee shall obtain electricity and other utilities from the local utility providers at its sole cost and expense. Licensee may install a standby power generator for Licensee's exclusive use. Any easement necessary for such power or other utilities will be at a location acceptable to Licensor and the servicing utility company. Licensee's employees, agents and subcontractors shall have access to the Antenna Site without notice to Licensor twenty-four (24) hours a day, seven (7) days a week, at no charge.

7. **Compliance With Laws.** The access to, and installation, maintenance and operation of, Licensee's Site Equipment must at all times be in strict compliance with all applicable federal, state and local laws, ordinances, and regulations (including, without limitation, those of the FCC and Federal Aviation Administration ("FAA")). Licensor agrees to remain in strict compliance with all applicable federal, state and local laws, ordinances and regulations, including without limitation those of the FCC and the FAA.

8. **Maintenance.** Licensee shall keep its Site Equipment and the areas immediately surrounding same neat and clean. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other licensee, tenant or Licensor in its operation of the Antenna Site. Licensor shall have no obligation to license, maintain, operate or safeguard the Site Equipment.

9. **Assignment and Sublicensing.** Licensee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Licensor; provided, however, that Licensee may assign or otherwise transfer such interest without the prior written consent of Licensor to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 12 below. Licensor may assign or otherwise transfer this Agreement upon written notice to Licensee, subject to the assignee or transferee assuming all of Licensor's obligations herein, including but not limited to, those set forth in Paragraph 12 below. Notwithstanding anything to the contrary contained in this Agreement, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof, provided however no assignment, mortgage, pledge, hypothecation or other transfer shall relieve Licensee of any of its obligations under this Agreement.

10. **Inspection.** Upon reasonable advance notice, Licensee shall permit Licensor, its employees, agents or representatives at all hours and upon reasonable advance notice and while accompanied by a representative of Licensee to have access to Licensee's Site Equipment to (a) inspect Licensee's Site Equipment, (b) perform any obligations of Licensee hereunder which Licensee has failed to perform, and (c) assure Licensee's compliance with the terms and provisions of this Agreement and all applicable laws, ordinances, rules and regulations.

11. **Licensee's Equipment.**

(a) No installation of Licensee's Site Equipment shall occur on the Licensor's monopole without the presence and reasonable supervision of Licensor. Licensor shall make its employees available during normal business hours to facilitate Licensee's regular installation in a timely fashion. Failure to install in the presence of Licensor or Licensor's representatives shall be grounds for the immediate termination of this Agreement. If Licensee installs the Site Equipment on the monopole without such supervision, Licensee shall be liable to Licensor for any damage that may occur as a result.

(b) Licensee agrees to install isolators, cavities, and filters on the Site Equipment and to comply with the highest engineering standards prevailing from time to time in the communications industry.

(c) The Site Equipment listed in Exhibit C is and shall remain, except as otherwise provided herein, the sole property of the Licensee and shall be removed from the Antenna Site at Licensee's expense on or before the termination of this Agreement as specified in Paragraph 14. Licensor may exercise its rights under Paragraph 14 if any Site Equipment is found on the Premises or Antenna Site after such period.

(d) Licensee shall clearly and conspicuously mark the Site Equipment itemized in Exhibit C with the Licensee's name and frequency number(s). Licensee shall also post a copy of its FCC license on its Site Equipment upon installation.

(e) After the installation of the original Site Equipment, Licensee shall have the right to remove and replace such original Site Equipment with other similar equipment performing such functions; provided however, such replacement shall not require additional space on the Premises or Antenna Site, in which event Licensor shall approve the replacement, such approval not to be unreasonably withheld, delayed or conditioned. Licensor has the right to request in writing that the Licensee shall provide, at Licensee's sole cost and expense, a tower structural analysis and intermodulation frequency analysis ("Analysis") at any time prior to the substitution or addition of antennas which Analysis will be subject to the approval of the Licensor, which approval shall not be unreasonably withheld, delayed or conditioned, prior to the substitution of or addition of antennas.

(f) Licensee shall, in the use of the Antenna Site, comply with all federal, state, county and local governmental laws, rules, and regulations specifically including, but not limited to painting as specified in the use permit for the subject premises issued by the county in which the Antenna Site is located.

12. **Waiver of Licensor's Lien.**

(a) Licensor waives any lien rights it may have concerning the Site Equipment which are deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same at any time without Licensor's consent.

(b) Licensor acknowledges that Licensee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Site Equipment (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Licensor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Monthly License Fee due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

13. **Licensor's Review of Plans and Approval of Contractors.**

(a) Prior to installing or allowing any Site Equipment to be installed in or on the Premises, Licensee shall submit to Licensor detailed plans and specifications of the planned installation for Licensor's reasonable approval. Licensor shall have ten (10) working days to review and approve such plans which must in all events be in compliance with technical standards. In the event Licensor fails to respond within said ten (10) day period, such plans shall be deemed approved. In no event will Licensor's approval of such plans be deemed a representation that they comply with applicable laws, ordinances or rules and regulations or will not cause interference with other communications operations, such responsibility being solely Licensee's.

(b) Licensor shall have the right of approval of any contractor performing installation, modification or maintenance work on behalf of Licensee on the Premises or Antenna Site, which approval shall not be unreasonably withheld, delayed or conditioned. If Licensee performs its own installation, modification or maintenance work, Licensor's right of prior approval shall also extend to Licensee as a contractor. Licensee shall submit the name of any proposed contractor to Licensor prior to such contractor performing any work on behalf of Licensee on the Premises or Antenna Site and Licensor shall notify Licensee within a reasonable period of time thereafter as to whether Licensor has approved such contractor.

14. **Removal of Site Equipment.**

(a) If Licensee is performing all of its obligations hereunder, Licensee may remove its Site Equipment at any time prior to the expiration or earlier termination of this Agreement, provided Licensee repairs any damage to the Premises (including the Antenna Site) caused thereby and restores the Premises (including the Antenna Site) to its original condition, excluding any fixtures or improvements previously approved by Licensor and ordinary wear and tear.

(b) If Licensee does not remove its Site Equipment within ninety (90) days from the expiration or earlier termination of this Agreement (and after Licenser has given Licensee ten (10) days written notice of such expiration or termination) Licenser may remove and store such Site Equipment as Licenser sees fit, all at Licensee's cost and reasonable expense, which shall be additional rent hereunder. Licenser shall return the Site Equipment upon receipt of all amounts due hereunder. Licenser shall not be held liable to Licensee for such removal and storage of the Site Equipment, except in the case of Licenser's gross negligence or willful misconduct. The Site Equipment so removed and stored by Licenser shall be returned to Licensee upon payment in full of all storage costs and any other amounts due to Licenser.

(c) If Licensee elects to abandon any transmission line which is the property of Licensee, and if Licenser consents to such abandonment, then said transmission line shall become the sole property of Licenser. Otherwise, Licensee agrees, at its expense to remove any or all transmission lines which are its property, and further agrees to assume the responsibility for any damage during the removal operation to transmission line(s) belonging to other licensees and shall indemnify Licenser against all claims for damages by any other licensee to whom Licenser may have licensed all or any part of the Antenna Site covered hereby effective upon the termination of this Agreement.

15. **Default.** The following shall be deemed to be events of default by Licensee under this Agreement:

(a) The Monthly License Fee provided for in Paragraph 4 of this Agreement remains unpaid for ten (10) days after the date upon which Licensee receives written notice from Licenser.

(b) Either party fails to comply with any of the terms, conditions and covenants herein and does not cure such default within thirty (30) days after receipt of written notice thereof or, if such default cannot reasonably be cured within the thirty (30) day period, and such defaulting party has not commenced to cure such default within the thirty (30) day period with reasonable diligence and in good faith and does not cure such default within thirty (30) days after the date of receipt of such notice.

16. **Remedies Upon Default.** Upon the occurrence of any such default, except as limited by Paragraphs 14 and 15, the parties hereto shall have all rights and remedies available at law or equity except as provided in Paragraph 12.

17. **Fire Clause.** In the event of a fire in or on the Antenna Site or Premises, Licensee shall immediately give notice thereof to Licenser. If the Antenna Site through no fault or neglect of Licensee, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Antenna Site unusable, the Monthly License Fee provided for herein shall abate thereafter until such time as the Antenna Site is made usable as mutually determined by Licenser and Licensee. In the event of total destruction of the Antenna Site this Agreement shall cease and come to an end. Nothing herein shall be construed to require Licenser to rebuild the Antenna Site, but if Licenser decides not to rebuild, this Agreement shall terminate as of the date of such destruction.

18. **Condemnation and Loss or Damage.** If all or any portion of the Antenna Site shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize its Site Equipment, this Agreement shall, at the option of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Antenna Site shall belong to and be paid to Licenser. Licensee shall have all rights to its Site Equipment and personal property, which shall not be included in any taking or condemnation.

19. **Damages from Certain Causes.** Licenser or its agents shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, acts of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority, or for any damage or inconvenience which may arise through maintenance, repair or alteration of any part of the Land, or failure to make any such repairs.

20. **Licensee's Liability Insurance.** Licensee shall at its expense, maintain a policy or policies of comprehensive general liability and worker's compensation insurance with the premiums thereon fully paid in advance, issued by and binding upon an insurance company acceptable to Licenser, such insurance to afford minimum protection as follows:

Bodily Injury \$1,000,000 for injury including death to any person and for all injuries sustained by more than one person in any one accident.

Property Damage \$1,000,000 for damage as a result of any one accident.

Contractual Liability \$1,000,000.

Worker's Compensation Statutory limits.

Licensee agrees that (1) each such policy shall name Licenser and Licensee as additional insured, (2) each such policy shall contain a provision that it may not be canceled or changed without fifteen (15) days prior written notice to Licenser, and (3) Licenser will be furnished a Certificate of Insurance of each such policy prior to the Commencement Date.

21. **Indemnity.**

(a) Licensee shall exonerate, hold harmless, indemnify, and defend Licenser from and against any and all claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: 1) any injury to or the death of any person; or 2) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Licensee or Licensee's principals, employees, agents or representatives directly relating to Licensee's use and operation of the Premises.

(b) Licensor shall exonerate, hold harmless, indemnify, and defend Licensee from and against any and all claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including reasonable attorney's fees, which may arise out of (1) any injury or death of any person; or (2) any damage to property, if such injury, death or damage arises out of, Licensor, Licensor's principals, employees, agents, or representatives directly relating to Licensor's use and operation of the Antenna Site or attributable to or results from the negligent acts or omissions of Licensor.

22. Notice. Any notice, communication, request or reply or in this Agreement required to be given, must be in writing and shall effectively be given if deposited in the United States mail, postage prepaid, certified or registered and addressed to the party to be notified, with return receipt requested, by a nationally recognized, reliable overnight courier or delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this Agreement, from and after the expiration of five (5) days after it is deposited in a depository of the United States Postal Service. Verbal or any other notice given in any manner shall be effective only if and when received by the other party to be notified. For purpose of the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Licensor, to: APC Realty and Equipment Company, LLC
One Democracy Center
6905 Rockledge Drive, Suite 100
Bethesda, MD 20817
Attn: Real Estate Manager

With a copy to: APC Realty and Equipment Company, LLC
One Democracy Center
6905 Rockledge Drive, Suite 100
Bethesda, MD 20817
Attn: Legal Counsel

If to Licensee: Nextel Communication of the Mid-Atlantic, Inc.
4340 East-West Highway, Suite 800
Bethesda, MD 20814
Attn: Property Manager

With a copy to: Nextel Communications
1505 Farm Credit Drive
McLean, VA 22102
Attn: Contracts Manager

The parties hereto and their respective heirs, successors, legal representatives and assigns shall have the right from time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days prior written notice to the other party.

23. Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

24. Attorney's Fees. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

25. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Licensor shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt or any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

26. Alteration. This Agreement may not be altered, changed, or amended, except by an instrument in writing signed by both parties hereto.

27. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Licensor, and shall be binding upon and inure to the benefit of Licensee, its successors, and, to the extent assignment may be approved or permitted by Licensor hereunder, Licensee's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

28. Taxes. Licensee shall pay its taxes on its personal property located at the Antenna Site or its pro rata share of any increases in the real property taxes as a result of the installation of its Site Equipment. Licensor shall pay real property taxes or other taxes assessed based on the value of real estate or accessions thereto.

29. Cumulative Remedies. All rights and remedies of Licensor under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law.

30. Governing Law. All of the terms of this Agreement shall be construed according to the laws of the State of Maryland.

31. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by Licensee for any reason, provided Licensee delivers written notice of early termination to Licensor no later than thirty (30) days prior to the Commencement Date, or (ii) by Licensee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Site Equipment; or (iii) by Licensee if Licensee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Licensee if Licensee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

32. **Recordation.** Subject to any restrictions in the Prime Lease, Licensor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit E may be recorded by the Licensee, at Licensee's option, and at its sole expense, in the Official Records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, Licensor agrees to reasonably assist Licensee in obtaining a non-disturbance and attornment instrument for each such mortgage or deed of trust. Further, if necessary, Licensor agrees to reasonably assist Licensee in obtaining a non-disturbance and attornment instrument with the owner of the Land.

SUBJECT TO ANY RESTRICTIONS IN THE PRIME LEASE, 567

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date aforesaid.

LICENSOR:

APC REALTY AND EQUIPMENT COMPANY, LLC,
a Delaware limited liability company

By: *J. Barclay Jones*
J. Barclay Jones

Title: VICE PRESIDENT

Date: 3/7/97

Tax ID: 52-1713503

LICENSEE:

NEXTEL COMMUNICATIONS OF THE
MID-ATLANTIC, INC.,
a Delaware corporation

By: *Danny A. Allen*
Danny A. Allen

Title: MARKET PRESIDENT

Date: FEBRUARY 27, 1997

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated February 25, 1997 by and between APC REALTY AND EQUIPMENT COMPANY, LLC, as Licensor, and NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC., as Licensee.

The Land is described and/or depicted as follows:

Commonly known as:

5830 Windsor Mill Road
Woodlawn, Maryland

Deeded as:

Recorded among the Land Records of Baltimore County, Maryland and described as:

Beginning for the same at the intersection of the centre line of Windsor Mill Road with the southeasternmost boundary line of the property of Emma E Quick said point being intended to be at the end of the fifth or south forty two degrees east twenty five feet line of the thirdly described parcel of land which by deed dated July 1 1909 and recorded among the Land Records of Baltimore County in Liber W P C No 345 folio 45 etc was conveyed by William P Muth and wife to Emma E Quick running thence binding on the outline of the property of Emma E Quick as established by a survey made by S J Martenet & Company on February 1 1929 the two following courses and distances viz north forty seven degrees nineteen minutes east three hundred and ninety six feet and north forty nine degrees and fifty minutes east six hundred and forty two feet and four inches running thence for lines of division the six following courses and distances viz north forty one degrees and twelve minutes west three hundred and seventy two feet and eight inches south forty eight degrees and forty eight minutes west three hundred and sixty feet and six inches north forty one degrees and twelve minutes west four feet and six inches north eighteen degrees and thirty eight minutes west fifty six feet and one inch south sixty seven degrees and nine minutes west forty feet and four inches and south forty eight degrees and six minutes west seven hundred and twenty three feet to the centre of the above mentioned Windsor Mill Road running thence binding on the centre of the Windsor Mill Road south forty nine degrees and twenty five minutes east four hundred and thirty six feet to the place of beginning Containing ten acres of land more or less

Saving and excepting however out of the tract of land hereinabove described all that parcel of ground hereinafter described which is reserved by the said Albert T Quick from the operation and effect of this deed which excepted lot is described as follows viz

Beginning for the same at the intersection of the centre of Windsor Mill Road with the northwesternmost boundary line of the property conveyed by a deed from Daniel B Chambers and Mary E Quick trustees to Albert T Quick dated November 13 1930 and recorded among the Land Records of Baltimore County in Liber L McL M No 885 folio 420 etc which point of beginning is also the beginning of the ninth or last line of the above mentioned parcel of land and running thence binding on the centre of Windsor Mill Road and on said line south forty nine degrees twenty five minutes east one hundred feet hence northeasterly parallel to the eighth line of the above mentioned parcel of land north forty eight degrees six minutes east one hundred and sixty five feet thence northwesterly parallel to Windsor Mill Road north forty nine degrees twenty five minutes west one hundred feet to intersect the eighth or south forty eight degrees six minutes west seven hundred and twenty three feet line of the above mentioned parcel of land and thence binding on said eighth line south forty eight degrees six minutes west one hundred and sixty five feet to the place of beginning

Subject however to the use of a road or right of way as described in the deed from Daniel B Chambers et al trustees to Albert T Quick hereinafter referred to

Being the same tract of land which by deed dated November 13 1930 and recorded among the Land Records of Baltimore County in Liber L McL M No 863 folio 420 etc was granted and conveyed by Daniel B Chambers et al trustees to Albert T Quick in fee simple

Being the same lot of ground which by Deed dated August 6 1935 and recorded among the Land Records of Baltimore County in Liber 959 folio 171 was granted and conveyed by Albert T Quick and Anna M Quick unto The Hebrew Young Mens Sick Relief Association.

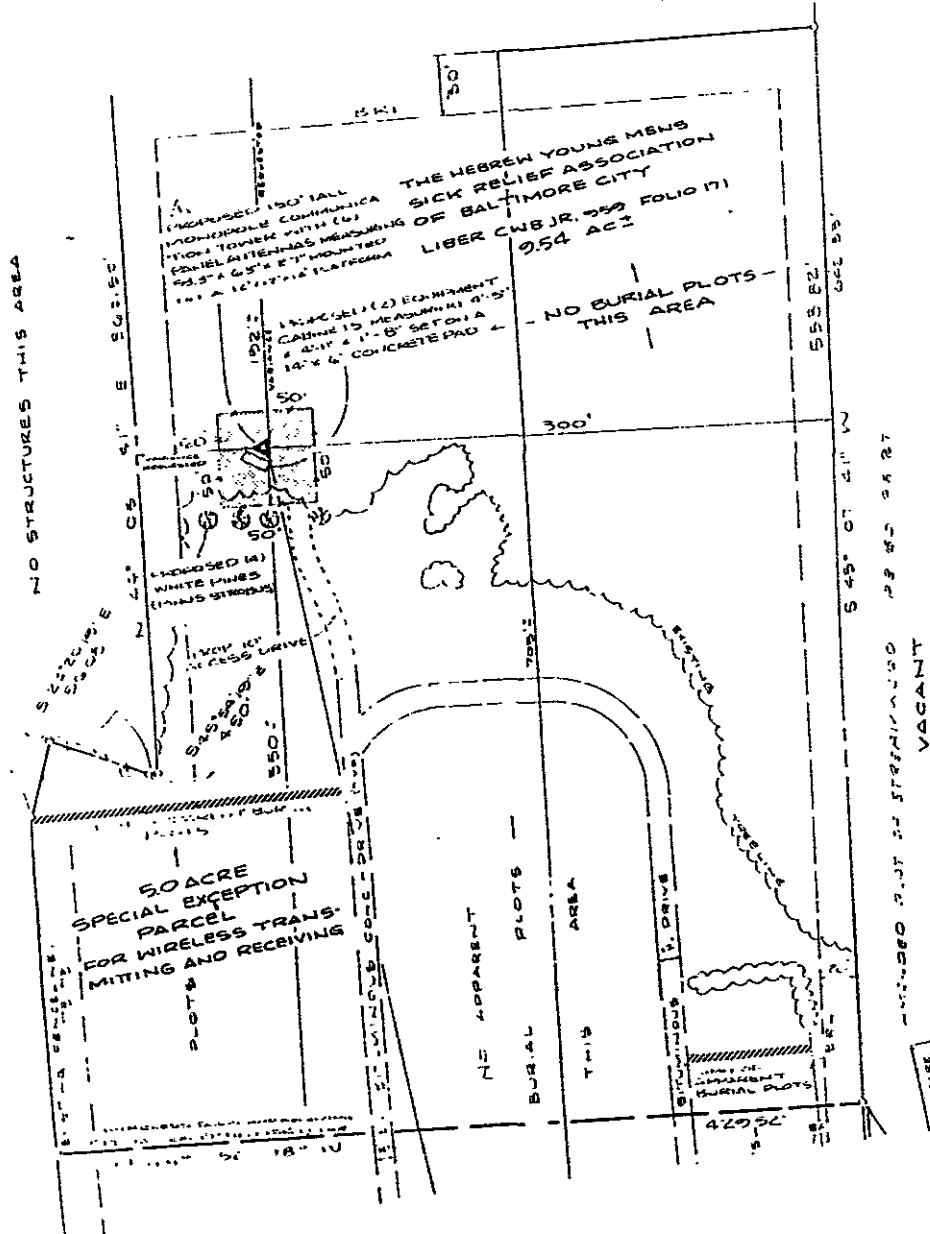
EXHIBIT B-1

DESCRIPTION OF PREMISES

to the Agreement dated February 25, 1997 by and between APC REALTY AND EQUIPMENT COMPANY, LLC, as Licensor, and NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC., as Licensee.

The Premises are described and/or depicted as follows:

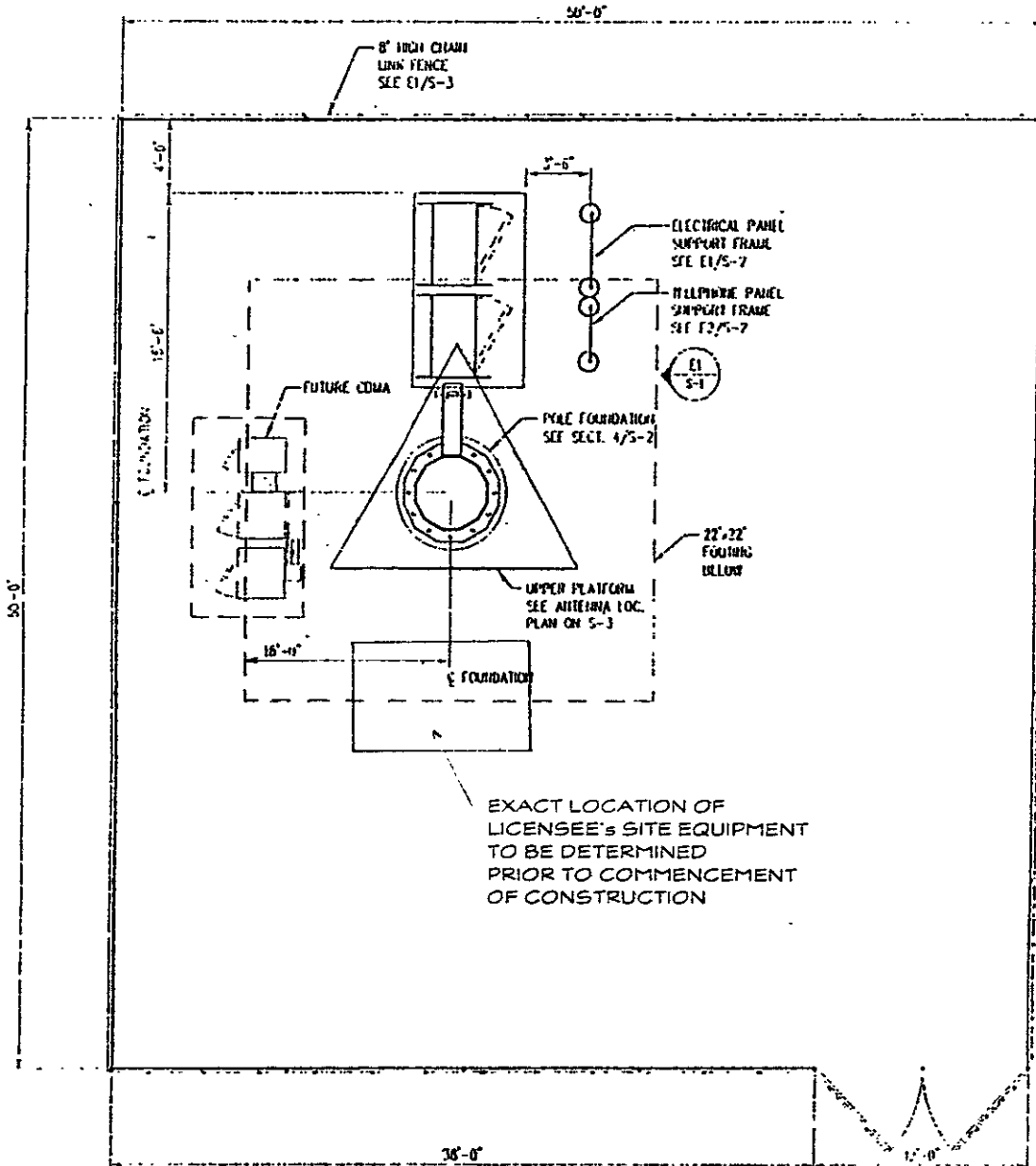
The property located at 5830 Windsor Mill Road in Woodlawn, Baltimore County, Maryland.



Notes:

1. Exhibits B-1, B-2, and/or B-3 may be replaced by a land survey of the Antenna Site once it is received by Licensee.
2. Setback of the Antenna Site from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

EXHIBIT B-2



PARTIAL PLAN

SCALE: 3/16" = 1'-0"

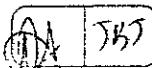
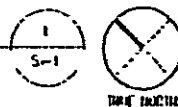


EXHIBIT B-3

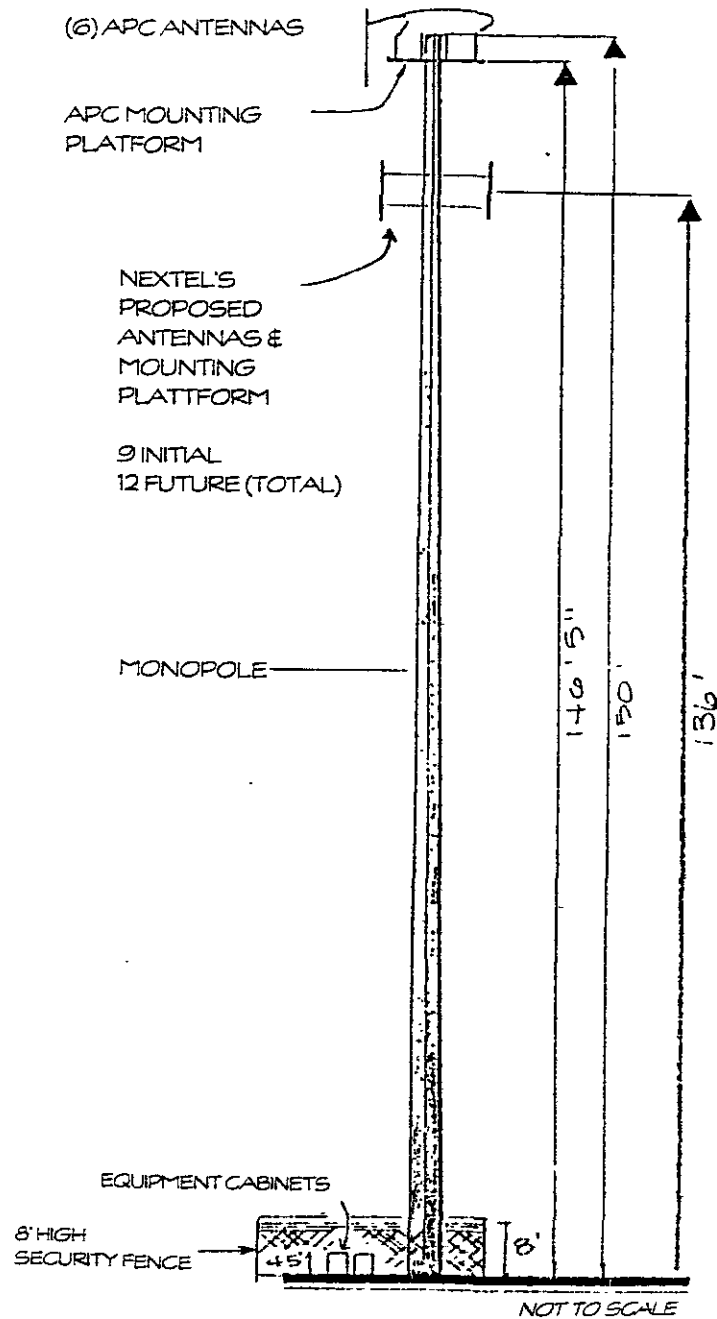


EXHIBIT C

LICENSEE's SITE EQUIPMENT

to the Agreement dated February 25, 1997 by and between APC REALTY AND EQUIPMENT COMPANY, LLC, as Licenser, and NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC., as Licensee.

Licensee is authorized to install the following equipment:

Number of Antennas: 9 DB874 panels (initial); 12 DB874 panels (future)

Description of Antennas: Gain 11.8 dBd, horizontal beamwidth 105 degrees \pm 10 degrees, vertical beamwidth \pm 3 degrees) 14 degrees

Weight and Height of Antennas: 14 lb.; 12 x 48 x 5 (W x H x D inches)

Transmission Lines: 9 Andrew LDF7-50 1-5/8" inch (initial); 12 same (future)

Rated Power: 70 Watts (ERP)

Operating Frequencies: Tx 851-869 MHz
Rx 806-824 MHz

Antenna Height: 136' Radiation Center (centerline)

Equipment Shelter: 10 x 6 x 6 (W x H x D feet), 2940 lb. (w/o EBTS equipment)

EXHIBIT D

PRIME LEASE

to the Agreement dated February 25, 1997 by and between APC REALTY AND EQUIPMENT COMPANY, LLC, as Licenser, and NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC., as Licensee.

See Attached

EXHIBIT D (con't)

DEED OF GROUND LEASE AGREEMENT

THIS DEED OF GROUND LEASE AGREEMENT, dated as of this 20th day of February, 1995, ("Lease") by and between HEBREW YOUNG MEN'S ASSOCIATION, INC., a Maryland non-profit corporation ("Lessor") and AMERICAN PCS, L.P., a Delaware limited partnership ("Lessee")

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below in this Lease, and for other good and valuable consideration, the parties hereto covenant and agree as follows.

1. Premises.

- (a) Lessor is the owner of the real property described in Exhibit A annexed hereto ("Property"). Lessor agrees to lease to Lessee certain space within the Property, depicted in Exhibit B annexed hereto ("Premises") upon the terms and conditions hereinafter set forth; and Lessor hereby grants to Lessee the right to erect, install, operate, maintain, repair and replace on the Premises (i) a monopole or self-supporting tower, not to exceed one hundred ninety nine (199) feet in height ("Antenna Tower") and (ii) a pre-fabricated building not to exceed two hundred fifty (250) square feet in area ("Building"). The Antenna Tower and Building shall house and contain the equipment described on Exhibit C annexed hereto ("Communications Equipment"). The Antenna Tower and Communications Equipment are sometimes hereinafter collectively referred to as "Equipment".
- (b) Lessor also grants to Lessee a non-exclusive easement over so much of the Property as is reasonably necessary for (i) access to the Premises by vehicle and foot and (ii) the installation, maintenance, repair and replacement of requisite wires, cables, conduits and pipes for the installation, operation and maintenance of the Antenna Tower and Equipment. Such installation shall be performed in a workmanlike manner with minimal disruption to Lessor and any affected tenants of the Property. Upon Lessee's request, Lessor shall execute and deliver requisite recordable documents evidencing the foregoing easement and any easement for utilities created pursuant to the provisions of Section 3(b) of this Lease.

2. Use. The Premises shall be used by Lessee in connection with the business of operating a personal communications service ("PCS") system licensed by the Federal Communications Commission ("FCC"), and for no other use whatsoever.

3. Permits and Approvals. Upon request, Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, any licenses, permits and other approvals required by any federal, state or local authority for Lessee's use of the Premises and/or the installation and use of the Equipment and the Building ("Approvals").

4. Term. The initial term of this Lease shall be ten (10) years ("Initial Term"), commencing on the first date of the month following the date all permits required for construction and operation of the Antenna Tower have been issued ("Commencement Date"). This Lease shall automatically be renewed, without need of any further documentation, for two (2) successive five-year terms ("Renewal Terms") unless Lessee provides Lessor with notice of its intention not to renew at least ninety (90) days prior to the expiration of the Initial Term or the then Renewal Term.

5. Rent.

- (a) Monthly rental for the Premises shall be [REDACTED] for the Initial Term, paid to Lessor at its address set forth in the Notice Section hereof, or such other address as may be designated by Lessor in writing. The first three (3)

EXHIBIT D (con't)

months' rent of the Initial Term shall be paid on the Commencement Date and, thereafter, the monthly rent for subsequent months shall be paid in advance on the first day of each month.

- (b) On each anniversary of the Commencement Date, Lessee shall pay the then current rent, increased by an amount equal to three percent (3%) of the rent for the previous year.
- (c) Rent shall be prorated for any partial month at the beginning or end of the term of this Lease.

6. Compliance with Law. Lessee shall install and operate the Equipment and use the Premises in a manner which shall comply with all federal, state and local regulations governing the installation and operation thereof.

7. Survey Period. After the execution date of this Lease and prior to the Commencement Date, Lessee shall have access to the Premises for the purpose of performing necessary engineering surveys, inspections and other reasonably necessary tests relating to Lessee's proposed use of the Premises. Lessee shall fully restore to its prior condition any portion of the Premises disturbed by Lessee and shall reimburse Lessor for any cost related to Lessee's damage to the Property.

8. Improvements, Liability, Utilities, Access.

- (a) At Lessee's sole cost and expense and with minimal disruption to Lessor, Lessee may construct and install the Antenna Tower, the Building and any supporting structures on the Premises. Lessee, at its sole cost and expense and with minimal disruption to Lessor, shall install a fence surrounding the Premises and shall plant trees and shrubs, in sufficient amount, to screen the base of the Antenna Tower and the Building from view. In connection therewith, Lessee may perform all work necessary to prepare, maintain and alter the Premises for operation of the Equipment. Notwithstanding any affixation to the Premises, title to the Equipment, the Building and all structures, transmission lines, cables, wires, and conduits associated therewith shall remain with Lessee, and Lessor waives any lien rights it may have concerning the Equipment and the Building. Lessee shall remove all or part of the Equipment at its sole expense on or before the expiration or earlier termination of the Lease and shall make any necessary repairs to the Premises, wear and tear excepted, caused by such removal.
- (b) Lessor shall approve Lessee's construction plan drawings reflecting plans and specifications for installation of the Equipment ("Drawings") within seven (7) days of submission of the Drawings. If Lessor does not approve the Drawings within seven (7) days or provide reasons for its disapproval within seven (7) days, the Drawings shall be deemed approved.
- (c) At Lessee's expense, Lessee may upgrade the present utilities or install new utilities on the Premises, including, but not limited to a standby power generator for Lessee's exclusive use. Lessee may also bring utilities across the Property in order to service the Premises and Lessor shall be responsible to contract directly with the utility company for electrical power.
- (d) Lessor shall provide to Lessee, Lessee's employees, agents, independent contractors and subcontractors access over the Property to the Premises twenty four (24) hours a day, seven (7) days a week, at no charge to Lessee. Lessee shall not perform any routine work during funeral processions which shall occur from time to time at Lessor's Property, and shall indemnify Lessor for any damages which may occur as a result of a breach of this provision.
- (e) In the event Lessee is bought, sold, acquired, merged, joined with in the form of a partnership, or changes its name to another name, such transaction shall be subject to this Lease and Lessor's rights hereunder and the provisions of this Lease shall remain in full force and effect with any changes including, but not limited to, the corporate status of Lessee which may occur.

EXHIBIT D (con't)

9. Non-Disturbance. In the event the Property is encumbered by a mortgage, Lessor, immediately after this Lease is executed, will request that the holder of each such mortgage execute a non-disturbance agreement, to be prepared by Lessee, and cooperate with Lessee toward such end to the extent that such cooperation does not cause Lessor additional financial liability or administrative expense.

10. Sale or Mortgage of Property. Should Lessor, at any time after the execution date of this Lease, decide to sell, mortgage or encumber all or any part of the Property, such sale shall be subject to this Lease and Lessee's rights hereunder.

11. Termination. This Lease may be terminated as follows:

- (a) by either party, upon default of any covenant or term of this Lease by the other party, which default is not cured within thirty (30) days of receipt of written notice, provided that the cure period for any monetary default is ten (10) days from receipt of notice. During the continuance of any default after such notice and cure period, the non-defaulting party may terminate this Lease by giving notice of termination to the defaulting party, and the non-defaulting party may exercise any other remedies it may have under this Lease or at law;
- (b) by Lessee, without further liability, upon providing notice to the Lessor
 - (i) if Lessee's is unable to obtain or maintain any Approval; or
 - (ii) if Lessee determines that any of the Equipment cannot be used without interference from, or causing any undue interference to, other property or equipment in the area of the Property; or
 - (iii) if due to changed circumstances, Lessee determines that for technological reasons, the Premises are no longer suitable for their intended purpose;
- (c) by Lessee, without further liability under this Lease, upon providing notice if the Premises or Equipment are destroyed or damaged and rendered unsuitable for normal use. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction.

12. Insurance. Lessee shall procure, maintain, and pay for a public liability policy, with limits of \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, with a certificate of insurance to be furnished to Lessor within thirty (30) days of written request. Such policy shall provide that termination or cancellation will not occur without at least fifteen (15) days prior written notice to Lessor.

13. Title, Authority and Quiet Enjoyment. Lessor hereby represents and warrants that (i) it holds good and marketable title to the Property, (ii) it has full authority to enter into and execute this Lease, and (iii) provided that Lessee has made rental payments as required hereunder, Lessee shall have quiet enjoyment of the Premises.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed validly given if personally delivered, sent via overnight courier providing proof of service, or sent by certified mail, return receipt requested, as follows (or any other address that the party to be notified may designate by like notice to the sender).

If to Lessor:

HEBREW YOUNG MEN'S ASSOCIATION, INC.
111 Park Avenue, Sutton Place
Baltimore, MD 21201
Attention: Phillip C. Levin, Esquire

EXHIBIT D (con't)

If to Lessee:

AMERICAN PERSONAL COMMUNICATIONS
6901 Rockledge Drive, Suite 600
Bethesda, MD 20817
Attention: Legal Counsel

15. Assignment; Sublease.

- (a) Lessee may, upon notice, assign or transfer its rights and obligations arising under this Lease to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Lessee, (ii) shall merge or consolidate with or into Lessee, or (iii) shall succeed to all or substantially all the assets, property and business of Lessee.
- (b) Lessee shall have the right to sublease or license a portion of the Premises, depicted in Exhibit B, and/or antenna mounting space on the Antenna Tower to other communications users for the placement of their equipment. Lessee shall provide Lessor with a copy of the sublease or license agreement upon execution, or within fifteen (15) days thereof. In connection therewith, such new users shall be required to secure any governmental approvals required to locate on the Antenna Tower and shall have a structural analysis performed by a licensed engineer showing that the Antenna Tower can accommodate such user's antennas or dishes. Lessee shall be entitled to all revenues from the sublease or license of space on the Antenna Tower and [REDACTED].
- [REDACTED] Such payment shall be due and payable to Lessor, without setoff, within thirty (30) days of Lessee's receipt of the revenue payment by any sublessee or licensee. Lessee shall be responsible for insuring that there shall be no interference from any licensee's or sublessee's equipment to Lessor, other lessees with tenancies and rights to install telecommunications equipment pre-dating the execution date of this Lease, or other pre-existing property and equipment in the area of the Property. Lessee shall indemnify and hold Lessor harmless from any fines caused by Lessee's, any sublessee's or any licensee's failure to comply with federal, state and local regulations, non-interference, and the terms of this Lease.

16. Successors and Assigns. This Lease shall run with the Property. Lessee shall have the right to submit this Lease, or a Memorandum of Lease which Lessor agrees to execute and acknowledge, for recordation to the appropriate governmental agency having jurisdiction over the Property. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

17. Taxes. Lessor warrants that it is exempt from all federal, state, local and county real estate taxes. In the event Lessee's installation of its Equipment causes an assessment of personal property taxes or real property taxes against Lessor due solely to Lessee's use of the Property, then and only in that event, Lessee shall solely be responsible for the payment, within thirty (30) days of receipt of an invoice, of such personal property tax or real property tax imposed by any federal, state, county or local government.

[REDACTED]

19. Miscellaneous. This Lease constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties hereto. Any amendments to this Lease must be in writing and executed by both parties. If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such

EXHIBIT D (con't)

provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, The parties hereto, consenting to be legally bound, have placed their hands and seals below as of the date set forth hereinabove.

LESSOR:
HEBREW YOUNG MEN'S ASSOCIATION

By: David P. L...

Its: President

LESSEE:
AMERICAN PCS, L.P.

By: W. Scott Schelle

Its: Chief Executive Officer

EXHIBIT D (con't)

EXHIBIT A
Property

1. The street address of the Property is:

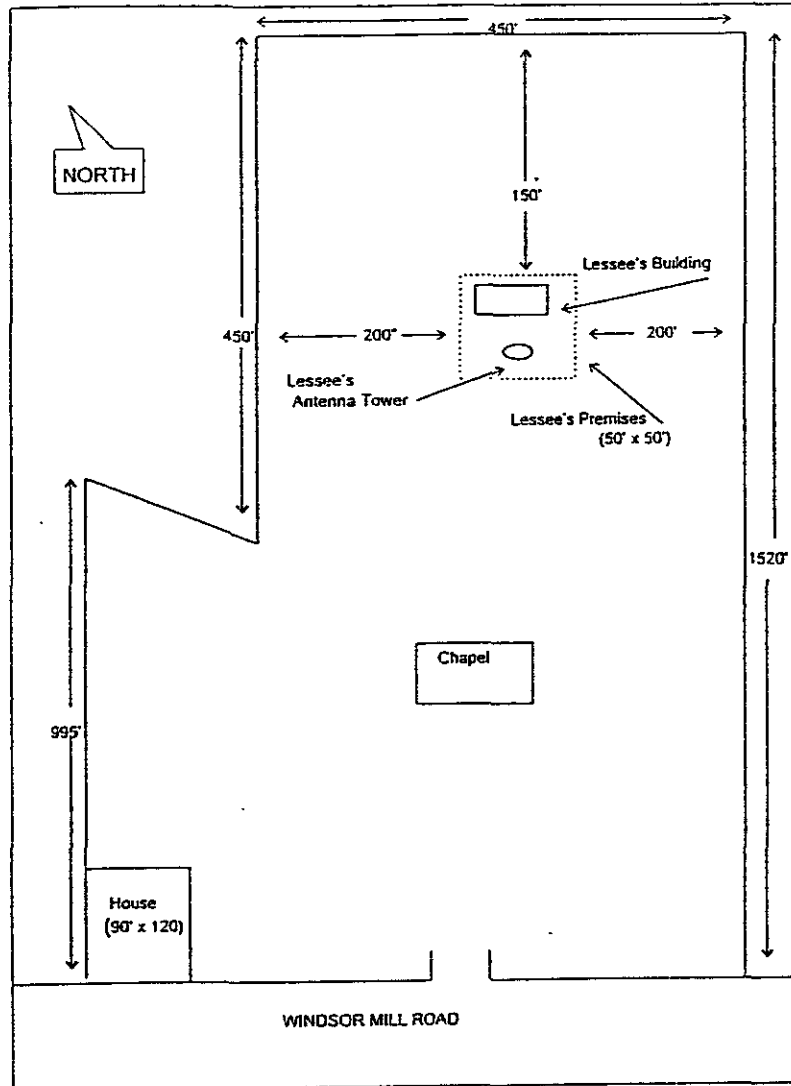
5830 Windsor Mill Road
Woodlawn, Maryland 21207
2. The Property is recorded in the land records of Baltimore County Maryland.
 - a. Map No. 88
 - b. Grid No. 21
 - c. Parcel No. 485
 - d. Legal Description: 9.844 AC NS
Windsor Mill Rd
 - e. Deed Reference: 959 / 171

EXHIBIT D (con't)

EXHIBIT B
Premises

The Premises shall consist of the following:

1. Ground space measuring approximately 50' in length by 50' in width, or that which is sufficient to accommodate the Antenna Tower and Building.



[An as-built drawing depicting the Premises shall replace this Exhibit (not drawn to scale)].

EXHIBIT D (con't)

EXHIBIT C
Communications Equipment

1. The Antenna Tower shall contain antennas, dishes, antenna mounts, and associated wiring and cabling.
2. The Building shall contain communications equipment and appurtenances associated therewith.

EXHIBIT E

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: Nextel Communications of the Mid-Atlantic, Inc.
4340 East-West Highway, Suite 800
Bethesda, MD 20814
Attn: Property Manager

This Memorandum of Agreement is made this 25th day of February, 1997, by and between APC REALTY AND EQUIPMENT COMPANY, LLC, a Delaware limited liability company with an address of One Democracy Center, 6905 Rockledge Drive, Suite 100, Bethesda, Maryland 20817 ("Licensor") and NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC., a Delaware corporation with an address of 4340 East-West Highway, Suite 800, Bethesda, Maryland 20814 ("Licensee").

1. Licensor and Licensee entered into an Antenna Site License Agreement ("Agreement") on 25th day of February, 1997, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term (the "Term") of this Agreement shall commence on the date Licensee commences installation of the Site Equipment or May 1, 1997, whichever occurs first (the "Commencement Date") and shall expire on November 1, 2006, with two (2) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Licensee (the "Premises") is described in Exhibits B-1, B-2, and B-3 annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written

LESSOR:

By: J. L. Barclay JonesName: L. Barclay JonesTitle: VICE PRESIDENTDate: 3/7/97

LESSEE:

By: Danny A. AllenName: Danny A. AllenTitle: MARKET PRESIDENTDate: February 29, 1997STATE OF MarylandCOUNTY OF Montgomery

On February 29, 1997 before me, Catherine Oler, Notary Public, personally appeared Danny A. Allen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Catherine Oler
 Notary Public
 CATHERINE DAVIS OLER
 NOTARY PUBLIC STATE OF MARYLAND
 My commission expires My Commission Expires August 7, 2000

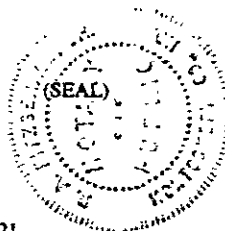
(SEAL)

STATE OF MarylandCOUNTY OF Montgomery

On March 7, 1997, before me, B.A. Fickens, Notary Public, personally appeared J. Barclay Jones, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

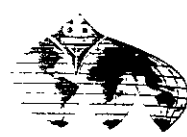
WITNESS my hand and official seal.

B.A. Fickens
 Notary Public
 My commission expires: 9/1/00



DA JB

Ref. Ex 11



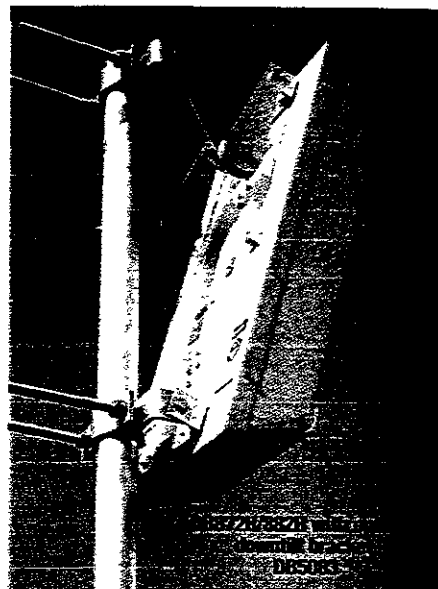
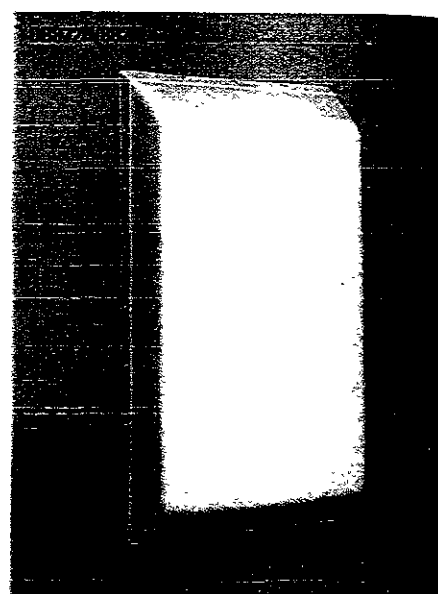
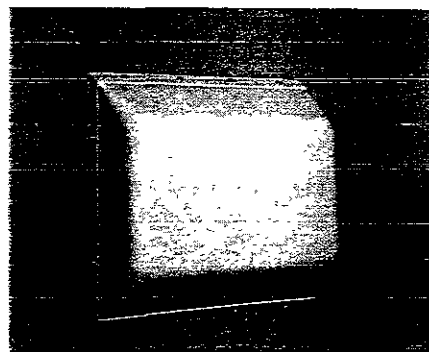
This series of directional panel antennas has 15 models with gains from 5 to 15.6 dBd (7.1 to 17.7 dBi) and with five different horizontal beamwidths and three vertical beamwidths. All models are 12" (305 mm) wide and 5" (127 mm) deep. Heights are 12" (205 mm), 24" (610 mm) or 48" (1220 mm), depending on the gain.

- **Beamtilt** - Some models are offered with electrical downtilt, and DB5083 Bracket is available for mechanical downtilt.
- **Omni-like Pattern** - This can be achieved by interconnecting several panel antennas (contact Decibel Engineering).
- **Good Coverage** - Horizontal beamwidths are available for 45, 60, 83, 105 and 120 degrees, and vertical beamwidths for 14, 29 and 60 degrees.
- **Power Input** - 500 watts (except model DB871 which inputs 250 watts).
- **Excellent Front-to-Back Ratios** - 20 to 30 dB.
- **Sturdy Construction** - Made of high-strength aluminum alloy backs, brass elements and high impact, weather and UV resistant ABS plastic radomes.
- **Reliable** - Each antenna is tested for power rating compliance and the absence of intermodulation generators.
- **Lightning Resistant** - All metal parts are grounded.

Ordering Information - See data and matrix, on next page, to determine requirements and model numbers. Add -X, -XT, -SX, -SY or -Y for frequency range. DB380 mounting clamps and VAPOR-WRAP® are included. DB5080 AMPS Platform Mounting Kit, DB5083 downtilt bracket and 7/16 DIN connector are optional.

Optional Prefabricated 7/16 DIN and N Connector/Cable Assemblies available in various sizes and lengths.

Continued on next page



Gain Table

Horizontal Aperture	120°	105°	83°	60°	45°
Vertical aperture					
DB871 60° - dBd	5.0	5.5	6.2	8.0	9.2
DB872 29° - dBd	8.0	8.7	9.4	11.0	12.4
DB874 14° - dBd	11.3	12.0	12.5	14.3	15.6

Electrical Data

Frequency Ranges - MHz*	-X = 820-900, -XT = 806-869 (some models), -SX = 806-896, -SY = 870-960, -Y = 890-960 (some models)
Gain - dB	See table
VSWR	1.5 to 1 or better
Beamwidth "E" Plane (half power)	See next page
Beamwidth "H" Plane (half power)	See next page
Front-to-back ratio - dB	See next page
Maximum power input - watts	
All models except DB871	500
DB871	250
Termination	N-Female, 7/16 DIN optional

*All applications accommodated.

Mechanical Data

Dimensions (WxHxD) - in. (mm)	See next page
Radome	ABS plastic
Radiating elements	Brass, silver plated
Antenna feed - in. (mm)	250 (6.3) and 141 (3.6)
Fasteners	Copper hardline Stainless steel
Maximum exposed area - ft² (m²)	See next page
Lateral thrust at 100 mph (161 kph) - lbf (N)	See next page
Net weight - lbs. (kg)	See next page
Shipping weight (w/clamp) - lbs. (kg)	See next page
Mounting clamps	Galvanized steel



*NOTE: Based on maximum wind load from the back of the antenna at 125 mph (201 kph). Use matrix to find applicable horizontal and vertical patterns for each model.

VERTICAL PATTERNS		HORIZONTAL PATTERNS	
	SPECIFICATIONS Gain - dBd Horizontal beamwidth $\pm 5^\circ$ Front-to-back ratio - dB Max. exposed area - ft ² (m ²) Lateral thrust - lb (N) Maximum wind speed (WVHD) - in. (mm) Net weight - lbs. (kg) Shipping weight - lbs. (kg)	DB871H120 5.0 120° $\pm 10^\circ$ 60° 20 1.04 (.10) 42 (185) 125 (200) 12 (305)x12 (305)x5 (127) 5.0 (2.3) 6.5 (2.9)	
	SPECIFICATIONS Gain - dBd Horizontal beamwidth $\pm 4^\circ$ Front-to-back ratio - dB Max. exposed area - ft ² (m ²) Lateral thrust - lb (N) Maximum wind speed (WVHD) - in. (mm) Net weight - lbs. (kg) Shipping weight - lbs. (kg)	DB872H105 8.0 120° $\pm 10^\circ$ 29° 20 2.06 (.19) 82.4 (367) 125 (200) 12 (305)x24 (610)x5 (127) 7.0 (3.2) 10 (4.5)	
	SPECIFICATIONS Gain - dBd Horizontal beamwidth $\pm 3^\circ$ Front-to-back ratio - dB Max. exposed area - ft ² (m ²) Lateral thrust - lb (N) Maximum wind speed (WVHD) - in. (mm) Net weight - lbs. (kg) Shipping weight - lbs. (kg)	DB874H105 12 105° $\pm 10^\circ$ 14° 25 4.10 (.38) 164 (730) 125 (200) 12 (305)x48 (1220)x5 (127) 14.0 (6.4) 18 (8.2)	
	SPECIFICATIONS Gain - dBd Horizontal beamwidth $\pm 3^\circ$ Front-to-back ratio - dB Max. exposed area - ft ² (m ²) Lateral thrust - lb (N) Maximum wind speed (WVHD) - in. (mm) Net weight - lbs. (kg) Shipping weight - lbs. (kg)	DB874H83 12.5 83° $\pm 7^\circ$ 14° 25 4.10 (.38) 164 (730) 125 (200) 12 (305)x48 (1220)x5 (127) 14.0 (6.4) 18 (8.2)	
	SPECIFICATIONS Gain - dBd Horizontal beamwidth $\pm 3^\circ$ Front-to-back ratio - dB Max. exposed area - ft ² (m ²) Lateral thrust - lb (N) Maximum wind speed (WVHD) - in. (mm) Net weight - lbs. (kg) Shipping weight - lbs. (kg)	DB881H60 8.0 60° $\pm 5^\circ$ 60° 30 1.04 (.10) 42 (185) 125 (200) 12 (305)x12 (305)x5 (127) 5.0 (2.3) 6.5 (2.9)	
	SPECIFICATIONS Gain - dBd Horizontal beamwidth $\pm 3^\circ$ Front-to-back ratio - dB Max. exposed area - ft ² (m ²) Lateral thrust - lb (N) Maximum wind speed (WVHD) - in. (mm) Net weight - lbs. (kg) Shipping weight - lbs. (kg)	DB882H45 11.0 60° $\pm 5^\circ$ 29° 30 2.06 (.19) 82.4 (367) 125 (200) 12 (305)x24 (610)x5 (127) 7.0 (3.3) 10 (4.5)	
	SPECIFICATIONS Gain - dBd Horizontal beamwidth $\pm 3^\circ$ Front-to-back ratio - dB Max. exposed area - ft ² (m ²) Lateral thrust - lb (N) Maximum wind speed (WVHD) - in. (mm) Net weight - lbs. (kg) Shipping weight - lbs. (kg)	DB884H45 15.0 45° $\pm 5^\circ$ 14° 30 4.10 (.38) 164 (730) 125 (200) 12 (305)x48 (1220)x5 (127) 14.0 (6.4) 18 (8.2)	

Pet. Ex. 13

JERROLD T. BUSHBERG Ph.D., DABMP, DABSNM
♦HEALTH AND MEDICAL PHYSICS CONSULTING ♦

7784 Oak Bay Circle Sacramento, CA 95831-5800
(916) 393-6168

Sean Hughes
NEXTEL Communications of the Mid-Atlantic, Inc.
4340 East West Highway, Suite 800
Bethesda, MD 20814

June 2, 1997

Dear Mr. Hughes:

I am writing at your request in reference to the cumulative impacts of radiofrequency, (RF), exposure fields from multiple wireless providers within a city and the impact of co-location of more than one wireless provider at a particular site.

Exposures from multiple facilities are additive in the sense that exposure at any given location is the frequency weighted sum of the individual exposure from all sources of RF energy including TV, AM/FM radio and wireless communication services. At any given location, the sum of these exposures, (expressed as a percentage of their respective standards), must be below 100% of the FCC permissible public exposure standard.

In general, maximum public exposures from Specialized Mobile Radio (SMR) and other wireless service like cellular and Personal Communication Services (PCS), are only a small fraction, (typically less than 1%) of the FCC public exposure standard. Furthermore, exposure levels from these facilities diminish very rapidly as one moves away from the source (i.e, antenna). This property is the same for all forms of electromagnetic energy. In general, the decrease is inversely proportional to the square of the increase in distance. This is a consequence of the fact that the surface area of a sphere increases as the square of the radius. Thus, if one doubles their distance from the source, the exposure decreases by $(\frac{1}{2})^2$ or $1/4$. If one moves four times as far from the source their exposure will decrease by $(1/4)^2$ or $1/16$. For example, if the exposure from a SMR facility at 100 feet was $1 \mu\text{W}/\text{cm}^2$ the exposure at 1,000 feet would be $(1/10)^2$ or $1/100 \times 1 \mu\text{W}/\text{cm}^2 = 0.01 \mu\text{W}/\text{cm}^2$, (i.e., a decrease in intensity of 100 times for an increase in distance of 10 times). This relationship holds for perfectly uniform sources, and while the SMR fields are more complex, this relationship will still serve as a good first approximation.

The maximum exposure from a typical SMR facility will not result in power densities in excess of approximately $1 \mu\text{W}/\text{cm}^2$ at locations normally occupied by members of the general public. This maximum exposure is approximately 0.18% of the current FCC public exposure standard. The contribution of this RF source to the RF exposure at the next closest SMR facility, (e.g., one-half mile away), would have diminished to point as to be an insignificant contribution to the RF exposure from the local site itself, (figure 1).

When multiple facilities are co-located, the maximum cumulative exposure is the sum their respective fractions of the allowed FCC standard. In essence, it is the sum of multiple small fractions of the allowed standard that, even when added together, result in a small fraction of the allowable standard, (figure 2).

Another factor that impacts public exposure is the maturation of the wireless communication system as the provider adds sites to handle a larger customer base (called "capacity sites"). Even though it seems counter-intuitive, as the system expands, public exposures around neighboring SMR sites actually *decrease*. This is because there are only a limited number of frequencies allotted to the SMR carriers so they must "re-use" frequencies as their system expands. As the system expands, each site typically covers a smaller area than before. In order to prevent a frequency from one site from interfering with the same frequency at a distant site, they must continue to lower the transmission power on neighboring sites to prevent interference or "crosstalk." The net result is that public exposures around neighboring sites actually decreases.

SMR radio transmitters, by design and operation, are low-power devices. Even under maximal exposure conditions from a number of service providers, in which all the channels from all antennas are operating at full power, (a rare circumstance during routine operation), the maximum exposure at locations normally occupied by members of the general public from a typical deployment of these facilities will not result in power densities in excess of the current FCC public exposure standard.

These findings are based on my professional evaluation of the scientific issues related to the health and safety of non-ionizing electromagnetic radiation and my analysis of the technical specification as provided by NEXTEL Communications of the Mid-Atlantic, Inc. The opinions expressed herein are based on my professional judgement and are not intended to necessarily represent the views of the University of California. Please contact me if you require any additional information.

Sincerely,

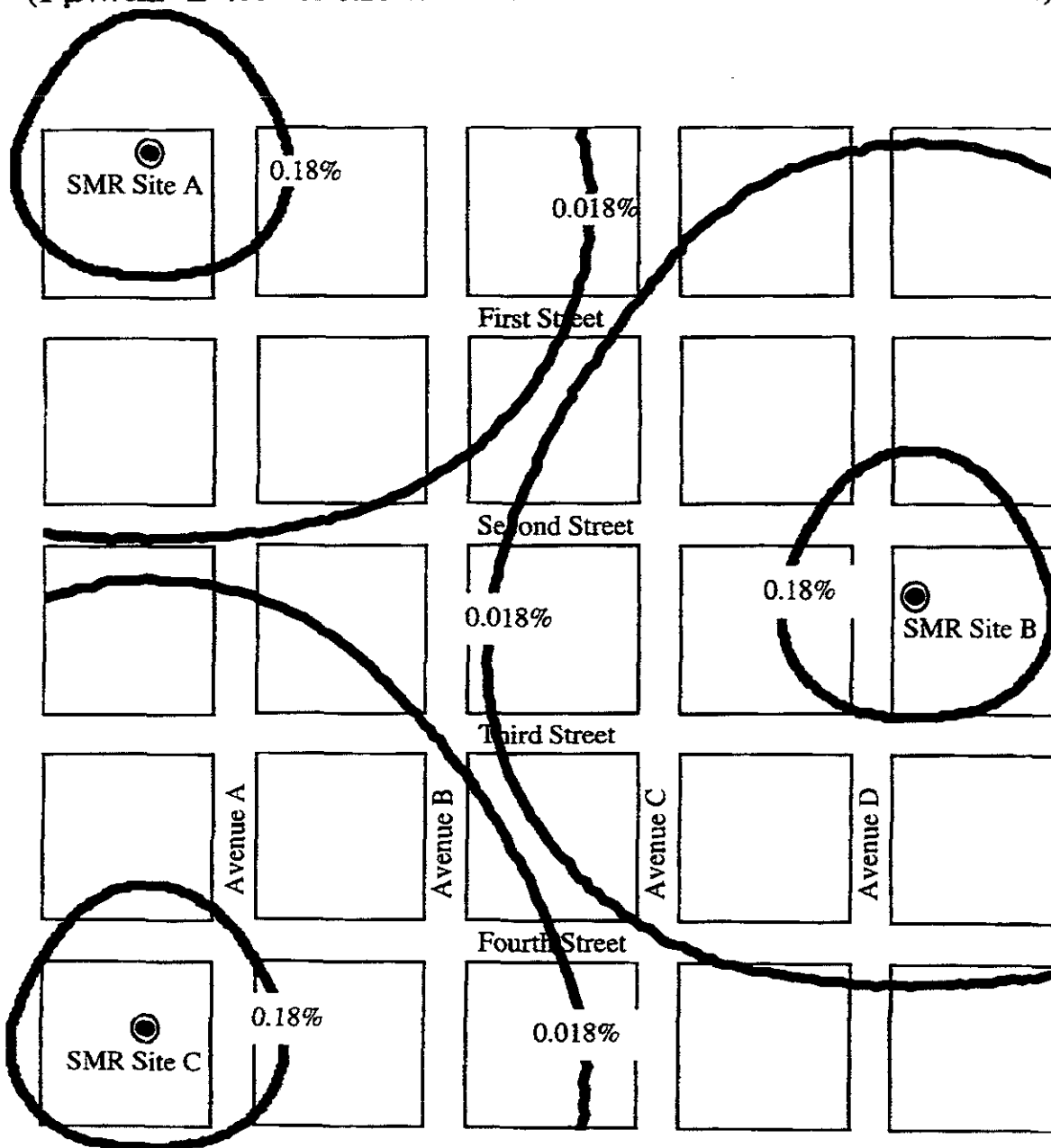


Jerrold T. Bushberg Ph.D., DABMP, DABSNM
Diplomate, American Board of Medical Physics (DABMP)
Diplomate, American Board of Science in Nuclear Medicine (DABSNM)

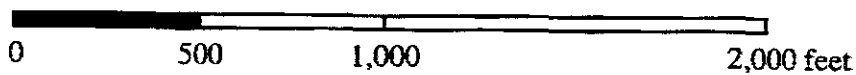
Enclosures: Figures 1-2 and Statement of Experience.

Figure 1

Extent of $1 \mu\text{W}/\text{cm}^2$ and Other Contours From Several SMR Sites
($1 \mu\text{W}/\text{cm}^2$ is $1/567$ or 0.18 % of the *Uncontrolled* Limit of FCC Standard)



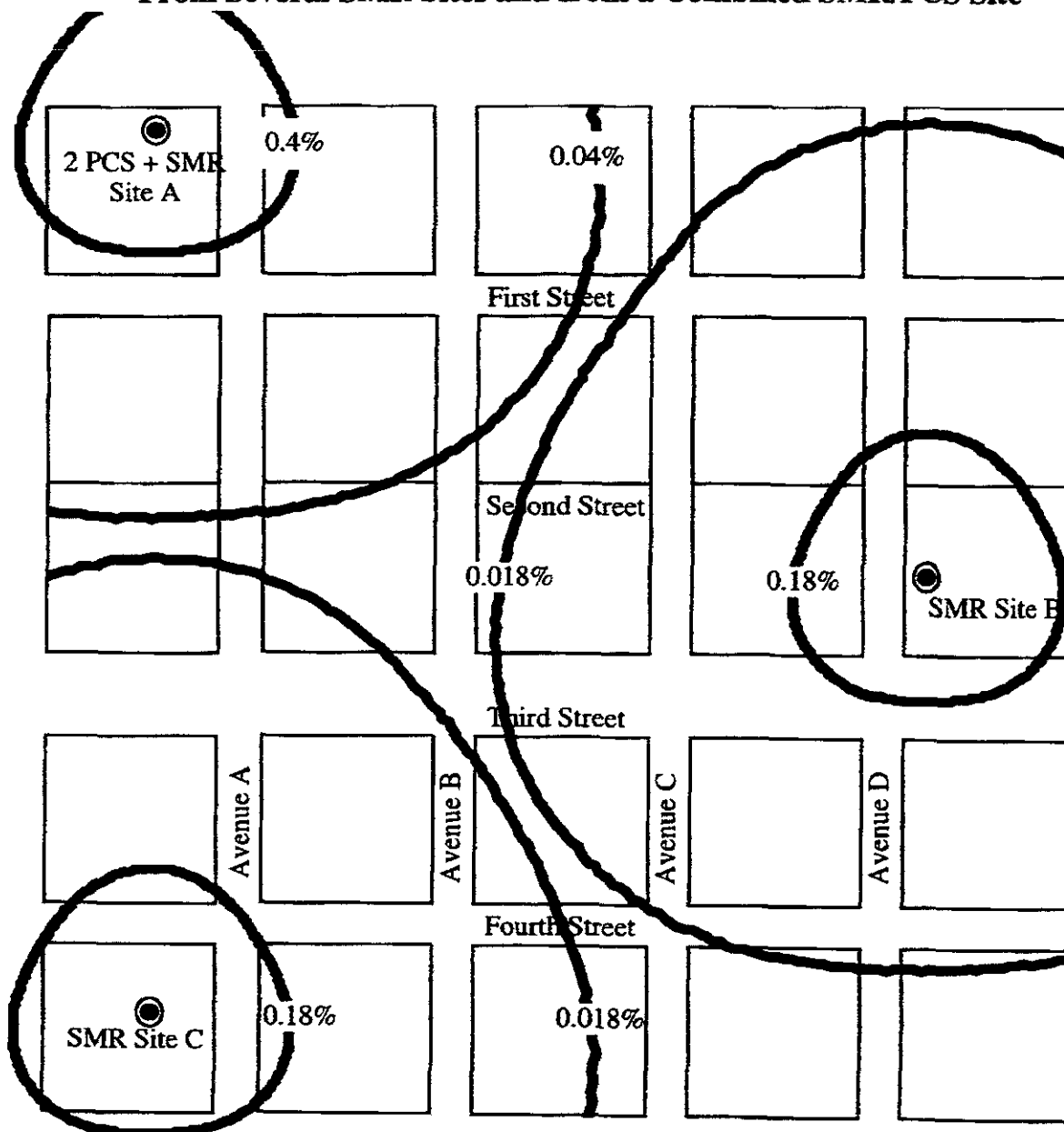
Near any given SMR Transmitting site, the power density contribution from the nearest neighbor sites is essentially nil. Three worst case composite antennas, each operating at 1000 watt power level have been assumed at each site. Sites are spaced 1/2 mile apart.



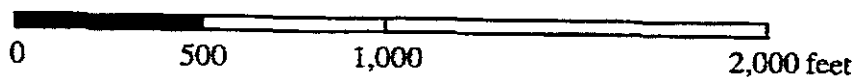
Scale 1" = 500'

Figure 2

**Extent of Power Density IsoContours
Expressed as a Fraction of the *Uncontrolled* Limit of the FCC Standard
From Several SMR Sites and from a Combined SMR/PCS Site**



Near SMR or PCS transmitting sites, the power density contribution from the nearest neighbor sites is essentially nil. For each of the three SMR facilities shown, three worst case composite antennas, each operating at the 1,000 watt power level, have been assumed. For the PCS portion of the combined SMR/PCS site, two PCS facilities, each operating three antennas of 400 watts each have been assumed. Sites are spaced $\frac{1}{2}$ mile apart.



Scale 1" = 500'

STATEMENT OF EXPERIENCE***Jerrold Talmadge Bushberg, Ph.D., DAMP, DABSNM*****PRESENT APPOINTMENT**

Clinical Associate Professor,
Department of Radiology
School of Medicine

Director, Health Physics Programs
Department of Environmental
Health & Safety
University of California, Davis

PRESENT ADDRESS

University of California, Davis
2315 Stockton Boulevard
Sacramento, CA 95817
(916)734-5620 (work)
(916) 734-3956 (fax)
jtbushberg@ucdavis.edu (e-mail)

EDUCATION

1981	Ph.D.	Radiological and Health Physics, Purdue University Department of Bionucleonics
1979	U.S. Department of Energy National Training Fellowship	Yale University, Department of Radiology and Mayo Clinic Departments of Health and Medical Physics
1978-1980	M.S.	Radiological Physics Purdue University; Department of Bionucleonics
1971-1975	B.S.	Physiology University of California, Davis

DOCTORAL DISSERTATION

Effect of 2450 MHZ Continuous Wave Microwave Radiation and Isothermal Conduction on Canine Platelet Aggregometry, Survival and Margination. Purdue University, 1981.

LICENSURE AND CERTIFICATION

Diplomate, American Board of Medical Physics.
Certification in Medical Health Physics, 1991.

Diplomate, American Board of Medical Physics.
Certification in Nuclear Medicine Physics, 1991.

Diplomate, American Board of Science in Nuclear Medicine. Comprehensive and Specialty
Certification in Health Physics and Radiation Biology, 1990.

International Healthcare Safety Professional Certification Board
International Institute of Safety and Health, 1981

PROFESSIONAL EXPERIENCE - SUMMARY

1992-Present	Clinical Associate Professor, Department of Radiology, School of Medicine, Director of Health Physics Programs, Department of Environmental Health & Safety, University of California, Davis
1995-Present	Commander/Radiation Science Officer & Command Technical Advisor United States Naval Reserve Medical Services Corps Office of the Chief of Naval Research (CBRD 120)
1983-Present	Consultant, Radiological Emergency Management, Department of Diagnostic Radiology & Emergency Medicine Yale University School of Medicine
1991-1994	Lieutenant Commander/Radiation Science Officer United States Naval Reserve, Medical Service Corps
1991-1992	Clinical Associate Professor, Technical Director of Nuclear Medicine, School of Medicine, UCD and UCDMC Radiation Safety Officer, University of California, Davis
1988-1992	Chairman, Advisory Committee on Nuclear Emergency Planning Executive Appointment: Governor George Deukmejian, State of California
1989-1991	Clinical Associate Professor, Technical Director of Nuclear Medicine and UCDMC Radiation Safety Officer, School of Medicine University of California, Davis

1984-1990	Lieutenant/Radiation Science Officer United States Naval Reserve, Medical Service Corps
1983-1989	Assistant Professor, Technical Director of Nuclear Medicine, and UCDMC Radiation Safety Officer, School of Medicine University of California, Davis
1982-1984	Adjunct Faculty-Consultant Emergency Management Institute Federal Emergency Management Agency National Emergency Training Center
1981-1983	Assistant Professor Section of Nuclear Medicine Department of Diagnostic Radiology Yale University School of Medicine
1981-1983	Advisor, Radiological Health and Emergency Response Office of the Governor, State of Connecticut
1979-1983	Consultant, Health Effects Branch Office of Nuclear Regulatory Research U. S. Nuclear Regulatory Commission
1979-1981	Graduate Instructor - Academic Advisor Department of Bionucleonics Purdue University
1978-1979	Radiological Control Intern Department of Bionucleonics Purdue University
1977-1978	Lecturer - Senior Research Associate Section of Nuclear Medicine Yale University School of Medicine
1975-1977	Instructor-Staff Research Associate II Departments of Chemistry and Nuclear Medicine Stanford University and V. A. Medical Center Palo Alto, California
1975	Staff Research Associate I Departments of Chemistry and Nuclear Medicine Stanford University and V. A. Medical Center Palo Alto, California

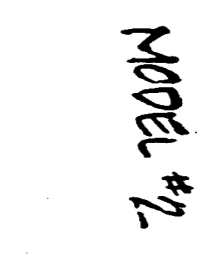
STATEMENT OF QUALIFICATION

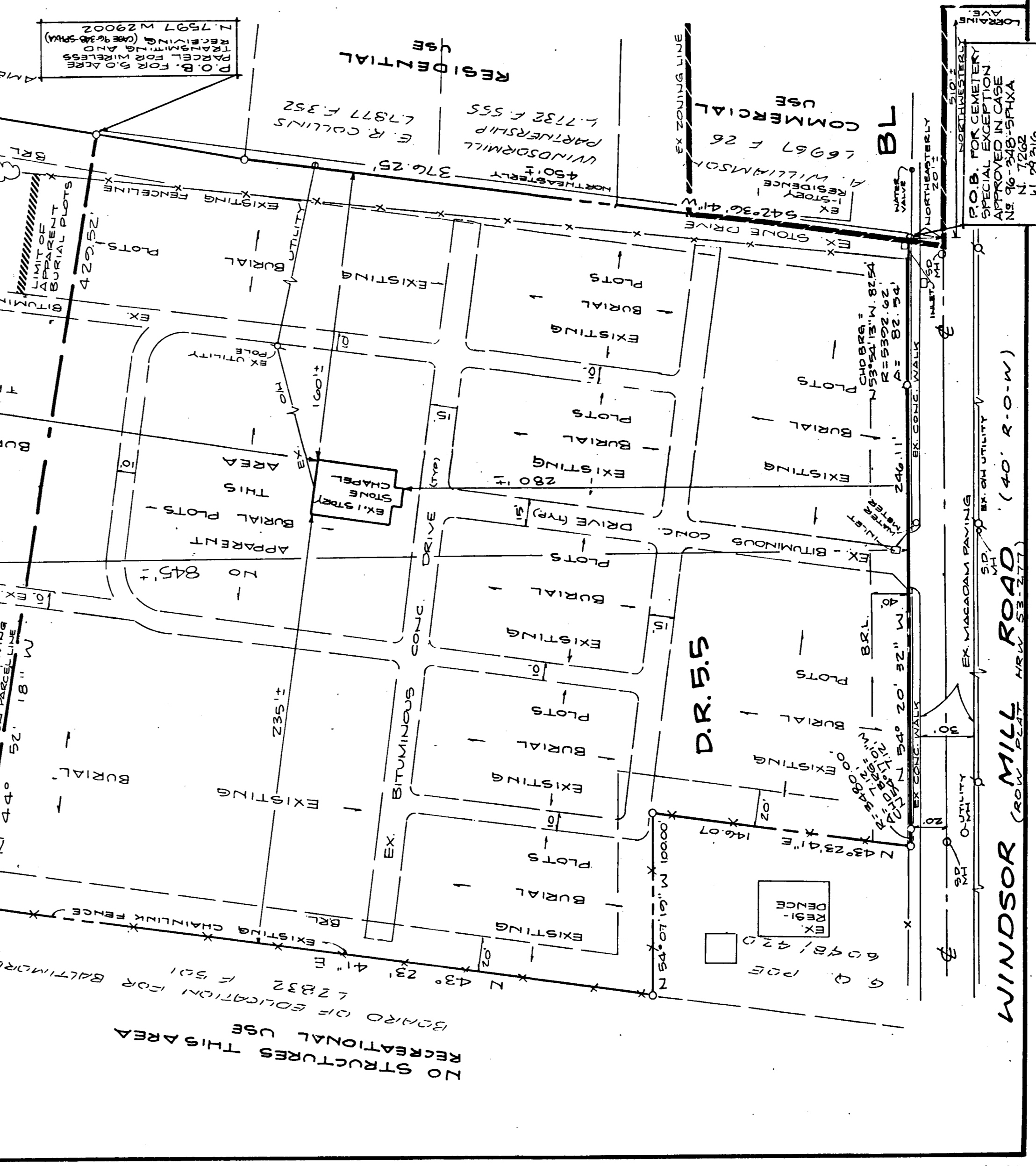
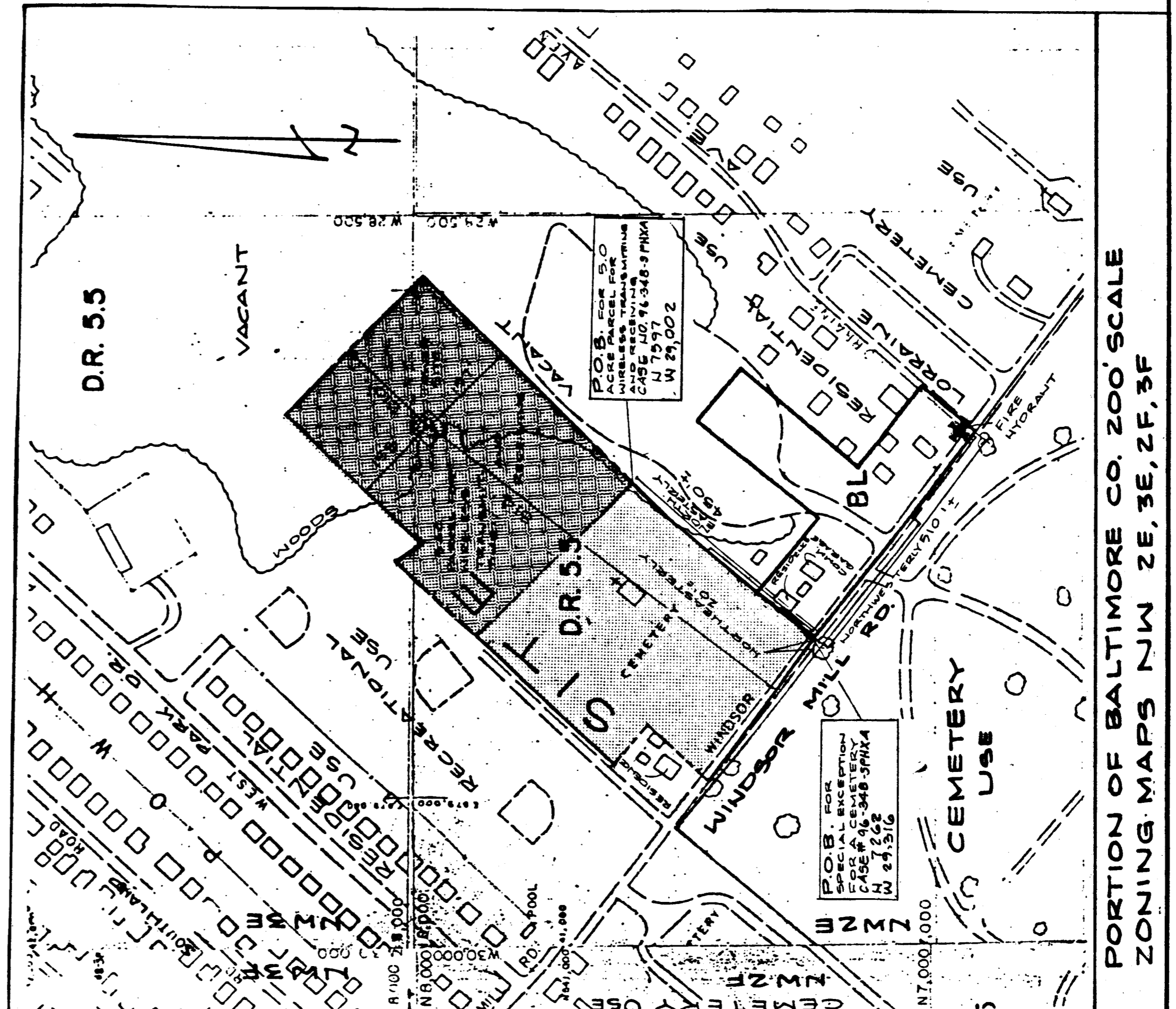
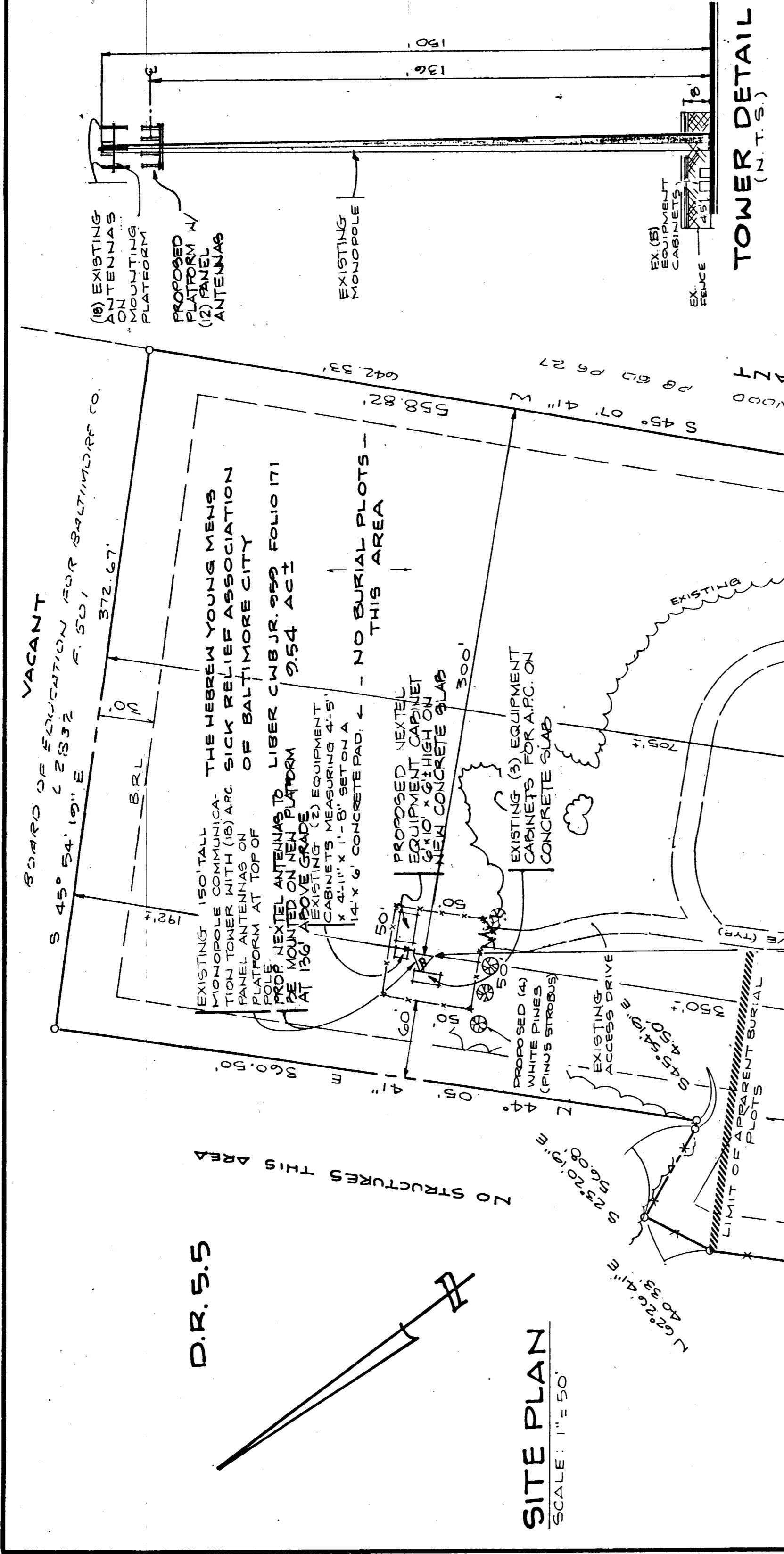
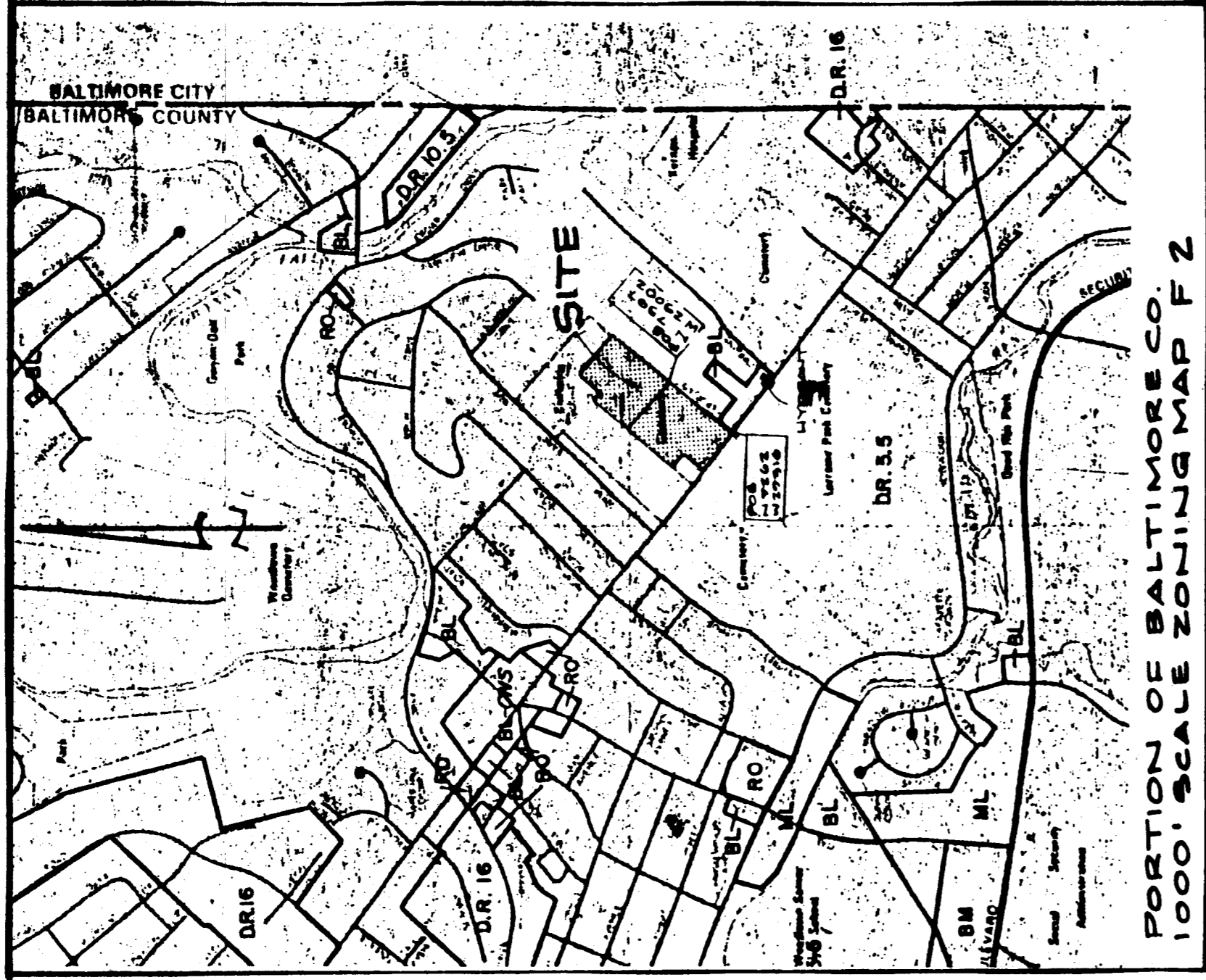
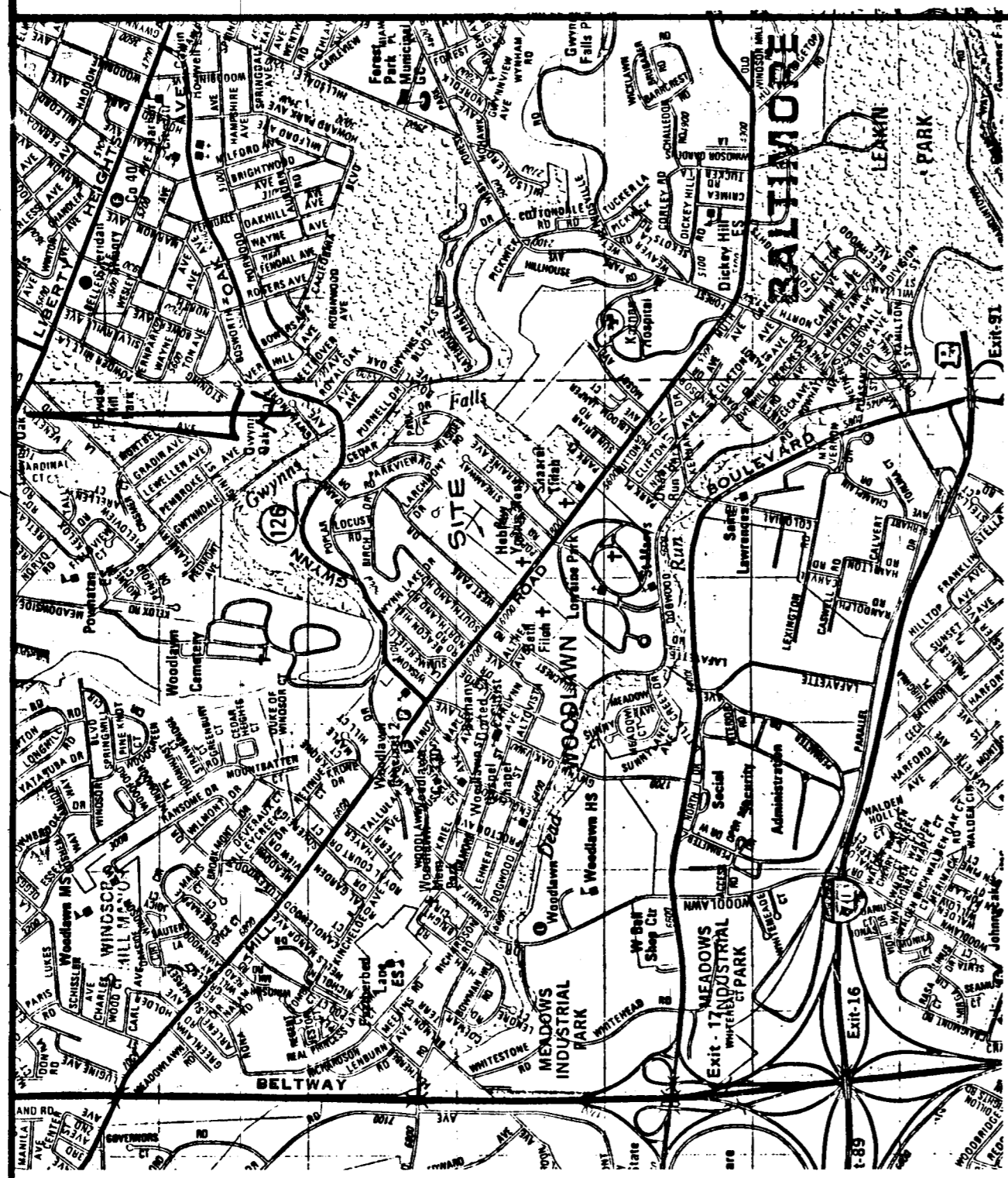
Dr. Jerrold Bushberg is an expert in both health physics and medical physics. He is currently employed at the University of California at Davis as Director of Health Physics Programs which includes the campus, medical center and 16 offsite research field stations throughout California. The UCD Health Physics program is the second largest non-federal program in the state. In addition, he also holds an appointment as an Associate Clinical Professor of Radiology, at the UC Davis School of Medicine with primary responsibility for medical postgraduate courses in medical physics, radiation (ionizing and non-ionizing) protection, and radiation biology.

Dr. Bushberg's doctoral dissertation at Purdue University was on various aspects of the biological effects of microwave radiation. He has maintained a strong professional interest in this subject and has served as consultant or appeared as an expert witness on this subject to a wide variety of organizations/institutions including Kaiser Hospitals, local governments, school districts, and planning departments, various telecommunications companies, the California Public Utilities Commission, ABC 20/20, and the U.S. Congress.

Dr. Bushberg is a member of the Institute of Electrical and Electronics Engineers (IEEE) Scientific Coordinating Committee 28 which reviews and evaluates the scientific literature on the biological effects of non-ionizing electromagnetic radiation and establishes exposures standards. Dr. Bushberg was appointed and is serving as a member of the National Council on Radiation Protection and Measurement's (NCRP) scientific advisory committee on Radiation Protection in Medicine. The NCRP is the nations most prestigious scientific radiation protection organization chartered by congress to evaluate and provide expert consultation on a wide variety of radiological health issues.

Dr. Bushberg's position as Director of Health Physics Programs at UC Davis is particularly pertinent. The scientific discipline of health physics is devoted to radiation protection, which, among other things, involves providing analysis of regulations and standards as well as recommendations regarding the use and safety of ionizing and non-ionizing radiation. His position at the University of California requires a high level of professional competence. He frequently evaluates recent literature and radiation safety standards as an integral part of his position. In addition, Dr. Bushberg is certified by several national professional boards with specific sub-specialty certification in radiation protection and medical physics.





NOTES:

- | | | |
|----|--|--|
| 1. | Current owner and address: | Hebron Young Mens Soc.
Reform Association of Baltimore City
1000 E. North Ave.
Baltimore, MD 21203 |
| 2. | Current lease/tenant/owner/tenant's Applicant: | Neski Communications
4340 East West Highway, Suite 800
Bethesda, Maryland 20814 |
| 3. | Site area: | 9.84 Acres |
| 4. | Existing use: | Cemetery and Wireless Transmision & Receiving Facility |
| 5. | Site Address: | N 14th, Wilmont Rd. MD, 20905 & 6 of Gaynor Ost Ave |
| 6. | Site data: | Tax map ref: 01-04-30-146
Tax Account Ref: 01-04-30-150
Parcel Number: 01-04-30-150
Zoning: DM-5
Elected District: 2 |

7. The existing wireless transmitting and receiving facility consists of a 150-foot monopole with (6) panel antennas mounted on a 12' x 12' x 12' platform and (2) equipment cabinets at the base of the tower. The owner of the facility recently requested approval for (12) additional panel antennas measuring 6.3' wide x 2.7' high x 53.3' high, mounted on the existing platform at the top of the monopole and (3) additional cabinets mounted on a new concrete slab within the existing fenced compound. The proposed modifications shall be subject of this plan. The (12) additional panel antennas to be placed on the new platform at 150' above grade on the existing monopole and (1) equipment cabinet for the new platform will be placed on a 12' x 12' x 12' high platform on the existing fenced compound. The (3) additional cabinets will be placed on the existing fenced compound.

8. No water or sanitary utilities are required for the facility.
9. The information and boundary location shown hereon have been compiled from deeds and other sources believed to be reliable, however their accuracy is not guaranteed and is subject to revision.
10. No additional site, antenna lights or white strobeoscopic lights are proposed.
11. Parking:
There is no required parking for this unmanned facility.

12. There are no new signs proposed for this facility.

13. Amenity open space: N/A

14. This site was the subject of the following permits:
R295230 : Environment cabinet, mononole & antennae

B285231 - Fence

15. Zoning History:

This site was the subject of Zoning Case Number 96-34 requested a Special Exception to permit the existing con

non-conforming use and to permit the existing Wireless Transmitting and Receiving Facility. Variances were requested to permit less than the required setbacks, and a Special Hearing was requested to permit a portion of the Special Exception area supporting the Wireless Transmitting and Receiving Facility to continue to be used as a cemetery. In an order dated May 15, 1996, the Deputy Zoning Commissioner granted the requested relief.

16. Required setbacks:
For Non-Residential Principal E
Front

Side
Street Corner Side

For Wireless Transmission & Reception

300' to property line on all sides
(two times the tower height)

17. An environmental impact statement, as defined in Section 101 of the Baltimore

County Zoning Regulations shall be submitted to the Zoning

18. **Attorney:** Stanley Fine
Kaplan, Heyman, Greenberg, Engelman

10th Floor, Sun Life Building
20 South Charles Street
Baltimore, MD 21201

(410) 539-8967

Requested Zoning Action:

Special Hearing to amend the Special Exception granted 348-SPHXA authorizing a Wireless Transmitting and Receiving Station.

additional antennas and equipment cabinets to be installed
relief granted by the variances and Special Hearing in the

